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All letters intended for publication must be authenticated by the name of the writer.

Contents.

Cases Reported this Week.

Current Topics.

Income Tax on Profits Earned Abroad.

THE DECISION of the House of Lords in *De Beers Consolidated Mines (Limited)* v. *Howe* (1906, A. C. 455)—in which it was held that the company, registered in the Cape of Good Hope, was liable to be assessed to income tax on the footing that it was a company resident in the United Kingdom—is said to have had no beneficial result so far as the revenue is concerned. The mining and other property of the company is in South Africa, and their head office is in Kimberley, but they had also an office in London, and the income tax commissioners came to the conclusion upon the facts that the business of the company constituted one trade or business, which was carried on in the London office. They found, in fact, that the head and seat and directing power of the affairs of the company were in London, and that the company was consequently resident there. This conclusion was adopted by the House of Lords. We now hear that this important company, which before the decision of the House of Lords have paid income tax on profits actually received in this country, and had practically acted as a collector of income tax from the shareholders resident in this country, has ceased to maintain an office in England, and will in future carry on business out of the jurisdiction. The "ignorant impatience of taxation," as it was called by Mr. CANNING, will induce the person charged with a tax to undergo much inconvenience for the purpose of escaping from it. An income tax has never been popular, and one on foreign income is still more intolerable.

The Destruction of Old Papers.

LAST WEEK correspondents addressed to us an inquiry (*ante*, p. 79) whether it was safe or usual for solicitors to destroy old papers. The first test as to the propriety of this course is, to whom do the papers belong, and there is no doubt that they belong to the client. "It may be convenient in some cases," said TENTERDEN, C.J., in *Ex parte Horsfield* (7 A. & E. 528), to leave drafts and copies of deeds and other documents in the hands of an attorney; but the client is the proper person to judge of that. He who pays for the drafts, &c., by law has a right to the possession of them." And his right to such possession is not forfeited by the lapse of time. As long as he does not call for the documents, they are lawfully retained by the solicitor, and the statute does not run. After demand and non-delivery of the documents,

the statute would run and the right would be barred in six years, but that is an unlikely occurrence. The solicitor is liable to hand over all documents when demanded by the client, and this seems to be a sufficient reason for not destroying them without the client's consent. Still it may not be always convenient to refer such matters to the client, and there is a limit to the capacity of solicitors' offices to contain the accumulated papers of many years. The question is by no means a new one, and we may refer our correspondents to the letter from a "City Solicitor" which appeared in our columns when it was raised some years ago (38 SOLICITORS' JOURNAL, p. 111). Our then correspondent stated that in a case before JESSEL, M.R., his firm was called upon to produce papers in connection with the winding up of a deceased's estate, which had been finally closed a little more than six years previously. The papers had been recently destroyed in ignorance that any application for production would be made. Sir GEORGE JESSEL was satisfied with the statement that the papers had been destroyed in accordance with a practice in the solicitors' office, and in the belief that they would not be again wanted; and he expressed the opinion that it would be most unreasonable to expect solicitors to keep papers for an indefinite time. There, however, it was a question of production, and not of handing over the papers to the owner, and a satisfactory reason for non-production would not necessarily be an answer to a claim by the owner. We apprehend that the proper practice is to refer the question of destruction, whenever practicable, to the client. When this is not practicable, destruction of useless papers from time to time may become a necessity, but the greatest care should be taken in deciding which are useless.

Compromise Behind Solicitor's Back.

THE DECISION of the Court of Appeal in *Reynolds* v. *Reynolds* (*Times*, 27th ult.), as at present shortly reported, hardly seems to give due recognition to the principles which have been adopted in regard to compromises of actions behind the back of solicitors with the result of depriving them of their costs. Where money is recovered for a client under a judgment, or where money is payable under a compromise, the solicitor has a lien on the money for his costs; or, more strictly, he has a claim for the equitable interference of the court on his behalf. But whether his right be described as a lien, or as an equitable claim to the assistance of the court, it is settled that the parties are not at liberty to deprive him of the benefit of the right by a compromise collusively entered into to deprive him of his costs, and it is also settled that, even though the compromise is *bonâ fide*, the party who has to pay money must not pay it away if he has received notice of the solicitor's claim. "Where," said STIRLING, J., in *Ross* v. *Buxton* (38 W. R. 71, 42 Ch. D., p. 202), "a valid compromise has been entered into under which a sum of money, the fruit of the action, is coming to the plaintiff, the defendant or his solicitor is not at liberty, after express notice by the plaintiff's solicitor of his claim to a lien, to pay that sum over to the plaintiff in disregard of the notice." In the present case a compromise of a claim for £400 had been arranged at £180. The defendant gave the plaintiff a crossed cheque on a country bank for the amount, and gave notice to the plaintiff's solicitor. The latter thereupon gave notice of his lien, and requested the defendant to stop the cheque. This he refused to do, and the solicitor was unable to obtain payment of his costs. The Court of Appeal appears to have considered it sufficient to exempt the defendant from liability that the compromise was *bonâ fide*. But there is, as the judgment of STIRLING, J., in *Ross* v. *Buxton* (*supra*) very clearly shews, a further question whether the defendant paid the money after notice of the lien. Now, handing over a crossed cheque is not payment, and there is in fact no payment until the cheque is presented and met. VAUGHAN WILLIAMS, L.J., intimated that the solicitor could have intervened and established a claim on the cheque. Possibly so, though we are not clear that any legal process would have been speedy enough for the purpose. The defendant, however, could have stopped the cheque with perfect ease, and so saved the rights of the solicitor. We should have thought that, under the circumstances, he was bound to take this course, and that his neglect to do so made him liable to satisfy the solicitor's claim.

Power and Property.

THE DISTINCTION between a power to appoint property vested in other persons, and the ordinary capacity to dispose of property vested in oneself, is rapidly being obliterated—or perhaps is more and more systematically neglected, which is not quite the same thing. There is a recent decision of JOYCE, J., on the validity of the exercise of a testamentary general power which will help considerably to make it more difficult than ever for the real distinction between property and power to be kept in mind and acted on: see *Re James, Hole* v. *Bethune* (1909, W. N. 236). A testatrix had settled property on herself and her husband for life, and if there should be no children and the husband should die in her lifetime, then after his death upon trust for herself. In the event of her husband surviving her, she took a general power of appointment by will, and subject thereto, her next-of-kin were entitled. The testatrix, by her will, in 1895, appointed the property to certain named persons. There were no children, the husband died in 1905, and the testatrix died in 1908. The next-of-kin contended that the power had not arisen and could not, therefore, be exercised, and that there was an intestacy. The appointees contended that the property at any rate passed as a specified bequest to the persons named. JOYCE, J., held the appointees to be entitled, but the *ratio decidendi* is somewhat remarkable: "The effect of section 3 of the Married Women's Property Act, 1893, was to make the will of a married woman made during coverture operate upon all that she had at her death. At the date of the testatrix's death in this case the settled property was held upon trust for her . . . The words she had used ['all other powers,' &c.] included the statutory power which she had under section 3 of the Act of 1893, and then she appointed, that is directed the trustees to stand possessed of, the property upon trust for the persons named. That was a specific disposition of the property which at the time of her death was held upon trust for her." Now, it is true that, by the combined operation of section 24 and section 27 of the Wills Act, 1837, property appointed under a general power may include property that has been made subject to the power subsequently to the actual date of the will exercising the power. Section 24 may even, under some circumstances, help to validate an otherwise invalid appointment under a special power, by making the death of the appointor, and not the date of the will, the date of the appointment, and instances of this were given in our columns of the 6th of February, 1909 (53 SOLICITORS' JOURNAL, 240)—"Section 24 of the Wills Act and limited powers." But section 24 by itself has nothing to do directly with powers of appointment; it merely makes the will speak from the date of death "with reference to" the property "comprised in it." Still less has section 3 of the Married Women's Property Act, 1893, which merely enacts that section 24 "shall apply to the will of a married woman made during coverture, whether she is or is not possessed of any separate property at the time of making it," anything to do with powers of appointment directly. Certainly, it is a strange thing to speak of "the statutory power which she had under section 3 of the Act of 1893." Surely the "specific disposition of the property" might have been held good without reference to any power of appointment, or at any rate without reading any "statutory power" into section 3 of the Married Women's Property Act, 1893.

The French Law of Evidence.

A CASE recently determined by one of the inferior courts in France strongly illustrates the difference between the French procedure in civil actions and that prevailing in this country. The facts were simple enough. A maid-of-all-work sued her employer for more than a year's wages, alleging that the amount due had been allowed to remain unpaid at his request, subject to the payment of interest, inasmuch as she had no other means of investing her savings. The defendant, her employer, wholly denied these allegations, saying that the plaintiff's wages had been paid each month when they became due. Nothing in the shape of memorandum books or household records was forthcoming, and the court was in a difficulty, for in the large majority of civil cases which come before the French tribunals no oral

testimony is introduced, and the case is determined entirely upon documentary proof. The trial consists merely of the arguments of counsel on either side, followed by that of the State Attorney or Procureur de la République. Which of the parties should succeed? The judge had recourse to the Code Civil, which, by Clause 1,315, enacts that the person who says that he is released from an obligation must either prove that he has performed it or the fact on which he relies to prove that the obligation is extinguished. Moreover, the defendant, when asked by the judge to take an oath for the purpose of making the decision of the case depend on his answer, under Clause 1,366, had declined to take it. For these reasons the judge, in a written judgment, decided in favour of the plaintiff. Actions by servants for wages are by no means infrequent in our county courts, and these cases as a rule are decided upon oral evidence, as receipts for wages are not usually required. The judge gives his decision upon the credibility of the sworn evidence. The refusal of one of the parties to submit to interrogation would at once bring the case to a conclusion, and a written judgment would be considered unnecessary. But in French civil proceedings the taking of an oath is not a usual legal proceeding. It is in the judge's discretion to administer it, but he does not often use the power. The party asked is not obliged to take it, and his refusal to accept it is not regarded as conclusive. It is our opinion that they manage these things better in England, and the French system appears to us entirely inconsistent with reasonable despatch.

Should Divorce Courts be Closed to Strangers?

THE SECRECY of the recent proceedings for the divorce of an American millionaire has led to some discussion in the New York press upon the question whether or not it is in the interest of public policy that divorce papers should be "sealed" from the public. The rules of practice in New York provide for the exclusion from the court-room in actions of divorce and annulment of marriage of persons not interested in the cause, and for the sealing up of the record in such actions. Some lawyers have been heard to say that it is in the interest of true morality, as well as of justice and good government, that there should be nothing in the nature of a Star Chamber proceeding, and that every transaction which is litigated in court should be open to the perusal and criticism of the press and the public in general. Others approve of the existing practice, contending that the sealing of the papers is not inconsistent with publicity, as, whether or not the papers are sealed, the result of the application for divorce is made known to the world at large, and it is common knowledge that the unsuccessful defendant has been proved to have committed the statutory offence. The principals in such cases have not usually a quick sense of shame, but the reputation and feelings of their near relatives are deserving of consideration. The whole question is not likely to escape the attention of the English Committee on Divorce, and the opinion of Lord GORELL and other experienced judges will be of great value. The matter is somewhat complicated in New York by the fact that the laws of that State have made adultery a misdemeanour, and it is thought that if the records in divorce proceedings are opened to the public, facilities may be afforded for vexatious prosecutions with a view to blackmail. The difficulty might possibly be removed by leaving it to the discretion of the court to say whether the proceedings in a divorce cause should or should not be published.

Cases Reported in Trade Newspapers.

IN THE case of *Kepitigalla Rubber Estates* v. *National Bank of India*, in which BRAY, J., delivered a considered judgment on the 8th of March, the learned judge had to consider the point whether, when a pass-book is taken out of the bank by a customer or some clerk of his, there is a settled account between the bank and the customer by which both are bound. BRAY, J., in his judgment observes that one of the cases on the subject (*Chatterton* v. *London and County Bank*) is reported only in the *Miller* newspaper of the 3rd of November, 1890; that this is not, of course, an authorized report, but one cannot read it without being impressed by the fact that it must have correctly stated Lord ESHER'S language, and that, at all events, the language used seems very good sense. The practical conclusion is that, though *Chatterton* v. *London and County Bank* is only reported in a newspaper, the judge allows himself to be influenced by it in much the same manner as if it had appeared in an authorized report. It would follow that counsel, after searching the digests and text-books for authorities on a novel point of mercantile law, must in addition send for the periodicals of the different trading associations. The judges of the King's Bench Division may have less regard for precedents than Lord KENYON, but their appetite for decided cases is in some respects stronger than that of their predecessors. A standing order forbidding the publication of reports, like that made by the House of Lords in the reign of WILLIAM the Third, would be regarded with consternation at the present day. Mr. PUFF, in *The Critic*, was not, of course, referring to judges when he said there are few people who do not prefer to be guided by the opinions of others, but the judges of King EDWARD are certainly remarkable for the hospitality with which they receive any reference to a decided case.

Civil or Criminal Remedy for False Pretences.

THE STUDENT of legal treatises, with little experience of the law courts, is often perplexed by the report of cases in which the line between a civil injury and a criminal offence appears to be somewhat indistinct. He reads that a draper was summoned before a magistrate for selling cotton goods as linen; that the goods were described on the invoices as "Irish linen belts"; and that expert evidence shewed that the material was unmixed cotton. For the defence, on the other hand, witnesses are called to prove that "linen" is a general term which includes a material of cotton. In the result, the vendor is convicted and ordered to pay a penalty, with costs. The student who has read numerous cases in the King's Bench Division relating to goods sold, in which the cause of action is that the vendor, by fraudulently representing that goods were of a certain quality, sold them to the plaintiff, is led to ask whether the breach of contract is the same in either case, and whether it is left to the choice of the person aggrieved whether he takes proceedings in a civil or a criminal court. His difficulties are not lessened by the perusal of a case under the Merchandise Marks Act, in which the charge is for selling as Witney blankets, blankets made in Yorkshire. He may, indeed, be told that in a prosecution for selling goods by false pretences the jury must be satisfied that there was a wilful misrepresentation of the nature of the article offered for sale with the intention of cheating the prosecutor by passing upon him a spurious article as the true one, but his answer will be that this intention might well be inferred in certain transactions of great magnitude which are reserved for the Commercial Court or private arbitrations. We are unable to suggest any satisfactory guide to the distinctions between these cases; the question whether the sufferer should be prosecutor or plaintiff must, after all, be decided, not by any precise rules of law, but by a consideration of all the circumstances of the case.

Contempt of the Supreme Court of the United States.

THE RECENT committal of certain persons for contempt of the Supreme Court of the United States is said to have been an event without precedent in the history of that tribunal. A rule had been granted by the court calling on the ex-sheriff of Chattanooga, Tennessee, his jailor, and two others to shew cause why an attachment should not issue against them for failing to protect from the violence of a mob a negro whose execution had been stayed by the Supreme Court until it could review his sentence. The rule was considered by the Supreme court on oral evidence, with the result that the defendants were sentenced to terms of imprisonment. The case was one of lynch law; the negro having been forcibly taken from a Federal District Jail and hanged. The cause of this act of violence, like other instances of lynch law, is said to be a well-justified impatience of the delays of criminal procedure, and those who took part in the outrage were probably secure from any punishment except that inflicted by the summary jurisdiction of a court.

Decline in the Use of Bills of Exchange.

IT IS generally believed that there is a considerable diminution in the number of bills of exchange now in circulation, owing to the use of cheques and the desire on the part of traders to save the deduction on the discount of these instruments. This diminution is said to be evident in those districts whose staple industries are directly connected with coal, iron and steel, and whose markets are within easy reach of the sources of supply. It is certain that a cheque is now often seen where a few years ago a bill of exchange would have been used. A law student who has no practical experience of the ways of commerce is often at the commencement of his studies grievously perplexed by the terminology and intricacies of the law of negotiable instruments, and his difficulties are not often removed by the dry and concise phraseology of the Act of 1882. Is it possible, he may ask, that my labours may be rendered unnecessary by the disuse of these unattractive documents? He will, however, be informed that the produce, cotton, woollen and timber businesses could not easily be conducted by cheques, and that in Manchester, Liverpool, Hull, Grimsby, and other towns, where a considerable period of credit is allowed, there is every prospect that the business transacted by bills of exchange will be largely in excess of that done by cheque.

The Constitutionality of an Employers' Liability Act.

LAWS making employers liable for accidents to their workmen in and arising out of their employment have been enacted with more deliberation in the United States than in this country. By Acts of Congress for 1908, c. 149—"an Act relating to the liability of common carriers by railroad to their employees in certain cases"—it is enacted that every common carrier by railroad, while engaging in commerce between any of the several States or Territories, or between any of the States and Territories, or between the District of Columbia and any of the States or Territories, or between the District of Columbia or any of the States or Territories and any foreign nation or nations, shall be liable in damages to any person suffering injury while he is employed by such carrier in such commerce, has been recently challenged in the Supreme Court as being within the prohibition of Article 14 of the Constitution, which provides that no State shall deny to any person within its jurisdiction the equal protection of the law. The court has just given its decision declaring that the law is constitutional in its application to the territories and district of Columbia.

The Master of the Rolls in Festive Mood.

THAT eminently "all round" man, the Master of the Rolls, has been instructing the Birmingham Law Students on the development of the law. He might well have spoken of the development of a judge. For years we have been accustomed to judgments by him expressed with the greatest clearness and in excellent English, but seldom enlivened by any flowers of rhetoric. But we have observed of late in his decisions an increasing use of metaphors and happy phrases; long may the innovation continue. At Birmingham a further surprise occurred. We doubt whether anyone acquainted with the learned judge would have attributed to him a strong sense of humour. No doubt he appreciated other people's humorous remarks or stories, but it was not believed that humour was, so to speak, a home-grown product. Yet his address to the law students contains some delicate and happy raillery, infinitely removed from the inane comicalities of the professional judicial humorist. Let that person mark, learn, and inwardly digest the "chaff" of the Master of the Rolls, and keep it, as he does, for occasions outside the bench.

Alteration of the Boundaries of Birmingham.

WE UNDERSTAND that an important inquiry will shortly be made by the Local Government Board, under section 54 of the Local Government Act, 1888, to consider whether a provisional order should be made for the extension of the boundaries of the municipal borough of Birmingham. We have no precise knowledge of the reasons on which the borough council relied in support of their representation in favour of their scheme. Should it be confirmed by Parliament, Birmingham will take a commanding position among the first cities of the United Kingdom. The districts and places sought to be included in the borough will appear upon the inquiry, and it is said that at least thirty counsel, chiefly of the Parliamentary bar, have been instructed to represent them.

Quia Timet Action by Surety.

THE decision of SWINFEN EADY, J., in *Ascherson* v. *Tredegar Dry Dock, &c., Co.* (1909, 2 Ch. 401), on the maintenance of a *Quia timet* action by a surety, deals with a mode of proceeding which seems to have been more common under the practice of the Court of Chancery than at the present time, but in substance the object of the procedure is gained in other ways, such as by the granting of injunctions and the appointment of receivers. STORY, indeed, correctly enough, treats of receivers in his chapter on Bills *Quia timet*, and observes at the outset on the various ways in which equity will interfere to prevent threatened loss of property. Where the aid of courts of equity, he says, is sought *Quia timet*, "they interfere sometimes by the appointment of a receiver to receive rents and other income, sometimes by an order to pay a pecuniary fund into court, sometimes by directing security to be given or money to be paid over, and sometimes by the mere issuing of an injunction or other remedial process, thus adapting their relief to the precise nature of the particular case, and the remedial justice required by it": Equity Jurisprudence, s. 826. All these modes of relief—appointment of receivers, payment into court, ordering security, injunctions—are, of course, strictly in the nature of *Quia timet* procedure, but they are also often merely incidental to the substantial relief claimed in the action. The term *Quia timet* action seems to have been in practice reserved for cases where a man claims indemnity either as a surety or on a contract of indemnity, and comes into equity to establish this right before any claim has actually been made upon himself. STORY, in mentioning such cases under *Quia timet* bills (s. 849), merely refers to an earlier section relating to sureties (s. 327), but Lord REDESDALE in his work treats them as the leading examples of *Quia timet* bills: "A court of equity will also prevent injury in some cases by interposing before any actual injury has been suffered; by a bill which has been sometimes called a bill *Quia timet*, in analogy to proceedings at the common law, where in some cases a writ may be maintained before any distress, molestation, or impleading. Thus a surety may file a bill to compel the debtor on a bond to pay a debt when due, whether the surety has been actually sued for it or not; and upon a covenant to save harmless a bill may be filed to relieve the covenantee under similar circumstances": Mitf. Pl. in Chan. (5th ed.), p. 171.

This right of the surety to be secured from liability in advance was enunciated by Lord THURLOW in *Nisbet* v. *Smith* (2 Bro. C. C., p. 582). "What," he said, "is the equity in respect of the surety in the bond? It is clear and never has been disputed that a surety, generally speaking, may come into this court and apply for the purpose of making the principal debtor, for whom he is surety, pay in the money and relieve him from his obligation." In that case the creditor had given time to the principal debtor, and it was held that the surety was discharged. Hence this *dictum* was *obiter*, and it was pointed out somewhat later in the Exchequer, in *Dale* v. *Lolley* (2 Bro. C. C. 582 note), which was in respect of a bill not then due (see 1909, 2 Ch., p. 404), that the *dictum* is expressed too generally. The surety cannot come at any time to insist on being secured. This would overthrow the reason of his being surety at all. He must wait till the debt has accrued due or some other special reason comes into operation. "A bill will not lie"—such was the effect of the decision in *Dale* v. *Lolley*—"upon any general equity by a surety against the principal debtor to have an indemnity, or to have the money paid into court, where no further time has been given, where the day of payment has not elapsed, and the surety has not been damnified, or is not in evident danger of being so; or unless a distinct agreement can be proved that it should be done whenever the plaintiff called on him for it." And to the same effect

was the statement of the rule by GUILFORD, Lord Keeper, in *Ranelagh* v. *Hayes* (1 Vern. 189), in decreeing the defendant, as assignee of shares of the excise in Ireland, to indemnify the plaintiff, the assignor, against payments due to the Crown. He compared it to the case of a counter-bond, where, although the surety is not troubled or molested for the debt, yet at any time after the money becomes payable on the original bond, this court will decree the principal to discharge the debt, it being unreasonable that a man should always have a cloud hanging over him.

But *Ranelagh* v. *Hayes* (*supra*), while useful for the statement of the general principle as to sureties, has not been followed on the point actually decided there—namely, the right of a person entitled to indemnity against future breaches of contract to come into equity before such breaches have occurred. The right to institute an action *Quia timet* on account of risk to the plaintiff as surety, or as being otherwise entitled to be indemnified, does not arise until the debt or liability has become due or ascertained, or the risk of loss has become imminent. Thus it was held in *Hughes-Hallett* v. *Indian Mammoth Gold Mines Co.* (22 Ch. D. 561) that, where a company was in liquidation, but no call had been made on the shares, and there was no evidence to shew that a call was likely to be made, a shareholder who had taken shares at the request of, and as trustee for, an adult *cestui que trust*, was not entitled to bring a *Quia timet* action to be secured against calls. Indemnity against calls, said FRY, J., was limited to cases where a call had not been met by the person who, as between the trustee and himself, was liable to pay it. The trustee who was entitled to an indemnity might then obtain a declaration of his title generally, and might possibly obtain liberty to apply from time to time to work it out. An example of the ordinary application of *Quia timet* relief in the case of a surety occurred in *Wooldridge* v. *Norris* (L. R. 6 Eq. 410), where GIFFARD, V.C., held that a surety, though he had not actually paid anything, was entitled to maintain a bill for payment of the debt and for indemnity.

A surety, then, cannot bring a *Quia timet* action before the debt has become due. But is it further necessary that the creditor shall have refused to sue the principal debtor? In the ordinary course the creditor sues the principal debtor first, and then, if necessary, has recourse to the surety. If he refuses to do so, the inference is that he intends to sue the surety first, and then the latter is placed in a position of risk in which he specially requires relief; and in *Padwick* v. *Stanley* (9 Hare 627) TURNER, V.C., intimated that the relief was limited to a case of this kind. "It was sought," he said, "to support the bill on the right of a surety to be discharged from his liability. I have not the least intention to say anything which could prejudice such a right; but I conceive that the cases in which such a jurisdiction is exercised by the court are cases where the creditor has a right to sue the debtor, and refuses to exercise that right." This opinion, however, was not required for the determination of the case; it seems to be supported by no previous authority, and it was denied in the Irish case of *Matthews* v. *Saurin* (31 L. R. Ir. 181).

In the present case of *Ascherson* v. *Tredegar Dry Dock, &c., Co.* (*supra*) SWINFEN EADY, J., had to decide whether such a limitation on the surety's right was to be admitted. The plaintiffs were executors, and their testator and four other directors of the defendant company had given a guarantee to a bank to secure the company's account up to £20,000. On the death of the testator the bank closed the account then existing, and opened in favour of the company a new account under the continuing guarantee. The overdraft on the old account was £17,219, and the bank gave to the executors notice of the liability, but did not demand payment either of the company or the guarantors. SWINFEN EADY, J., held, however, that the failure of the creditors to press for their debt against the principal debtor was no bar to a *Quia timet* action by the executors of one of the guarantors. The debt was due, and the amount of the liability ascertained and admitted by the executors. They were accordingly entitled to free their testator's estate from continuing liability by requiring the company to pay off the debt on the old account, and the learned judge made an order to this effect.

Property Rights in a Grave.

As has often happened before, a contribution to real property law has been made incidentally by the House of Lords, whilst giving a decision as to liability to be assessed to poor rate: see *Winstanley* v. *North Manchester Overseers* (*ante*, p. 80). There are special points of interest about both the actual decision itself, and the incidental light thrown on the general question of rights in graves.

The question in *Winstanley* v. *North Manchester Overseers*, where the House of Lords affirmed the decision of the Court of Appeal (1908, 1 K. B. 835), was whether the rector and incumbent of a parish church was liable to be assessed to poor rate as the occupier of a cemetery appropriated to the use of the parish. The cemetery was vested in the rector under the provisions of the Church Building Act, 1845 (8 & 9 Vict. c. 70), section 13 of which enacts that "the freehold of every" such cemetery is to "vest in the incumbent . . . . for the use of the inhabitants of the place for which the" cemetery was acquired. It was admitted, and the whole case was treated on the footing that the rector's rights did not differ "in nature and character from those possessed and enjoyed in the ordinary case by the rector of a parish in and over the graveyard attached to his church." Lord ATKINSON, whose words have just been quoted, proceeded to say that the question for decision was therefore a general one, "namely, the rateability of the rector of a parish, as the occupier of the parish cemetery, in respect of the burial fees claimed and received by him for the interment therein, in places designated by him, of the deceased inhabitants of such parish and others."

The starting point of the whole question is, then, the statute of Elizabeth—more precisely, section 1 of the Poor Relief Act, 1601 (43 Eliz. c. 2). It is there enacted that the overseers of the poor are to raise necessary funds "by taxation of every inhabitant, parson, vicar, and other, and of every occupier of lands, houses, hereditaments," &c. Since the passing of this statute no instance has occurred of the parson of a parish being assessed in respect of the parish churchyard. It was, indeed, contended that the parson was exempt under the Poor Rate Exemption Act, 1833 (3 & 4 Will. 4, c. 30), which exempts "premises or such part thereof as shall be exclusively appropriated to public religious worship"; this contention, however, has been held to be untenable.

In the result, the House of Lords held, affirming the Court of Appeal, that the parson of a parish church is the occupier of the churchyard, and is, as such, rateable under the Act of 1601. The principal judgment, as reported in the *Times* of the 19th of November, delivered by Lord ATKINSON, and the statement of the grounds of his opinion, incidentally, but necessarily, contains much that is of interest with respect both to the nature of the "parson's freehold," as it has been called, and the rights of those who purchase graves from the parson.

The position of the rector who is also the incumbent is thus summed up: He has "the full right of the owner of the freehold in actual possession, limited only by three considerations—first, the consideration of the churchyard being consecrated; second, the right of sepulture in it which all the inhabitants of the parish, and possibly all who die there, are entitled to; and third, a restriction on cutting trees growing upon it, because these are presumed to have been planted to provide timber for the repairs of the church." The property must, by later statutes and decisions, be of some value to be rateable under the Act of 1601, and the question of "beneficial" occupation has, therefore, to be dealt with. This is the "real question" in the case; the parson receives burial fees—"does he receive these burial fees by reason of his occupation?" Lord ATKINSON thought it was, for the purpose of the case in hand, "immaterial what the precise legal nature of the right and interest acquired by the so-called purchase of graves may be. Whether it be the ownership of a particular portion of the soil of the churchyard, or an easement," matters not. The "occupation" is sufficiently beneficial to make the rector rateable in respect of it.

This brings us to the point where Lord ATKINSON deals with the question of the sale and purchase of graves. The parson "can permit persons who neither lived nor died in his parish,

and were not his parishioners in any sense, to be buried in the churchyard, and can exact a fee beyond the usual burial fee for the privilege," and this is done "by virtue of his ownership and occupation of the soil." The only distinction between these strangers and parishioners is that if too many strangers were buried so as to trench upon the parishioners' rights of burial, "he could be restrained by the Ordinary." Now, such a case—where the parson was "restrained by the Ordinary"—did occur a few years ago in the case of Perivale Church: see *De Montana* v. *Roberts* (1906, P. 332), in the Consistory Court of London. It was there said that, in the case of non-parishioners who had bought and paid for graves, "a confirmatory faculty is by ecclesiastical law necessary to confer on them a good title to their grave spaces." Lord ATKINSON'S observations in the recent case suggest that, when once bought and paid for, there is not such a wide distinction between the right to a grave vested in a parishioner and the right vested in a non-parishioner as appears to be indicated by Dr. TRISTRAM'S statement. In each instance the right is conferred by virtue of the parson's property rights, and not his right of office.

The decision of the House of Lords and Lord ATKINSON'S observations also throw doubt on a case of much longer standing—*Bryan* v. *Whistler* (1828, 8 B. & C. 288). It was there held by the Court of King's Bench that no valid and exclusive right of burial in a vault could be granted by the parson of a church, and that an action on the case would not lie against the parson for re-opening a vault, after a grant had been made and actually acted on by the grantee and purchaser burying a deceased relative therein. It is there said: "The rector has the freehold of the church for public purposes, not for his own emolument." This is not consistent with the recent decision that the rector is rateable by virtue of his beneficial occupation. Whatever may be the exact nature of the title conferred by sale of a grave, there seems little doubt that the case of *Bryan* v. *Whistler* would not be decided now as it was in 1828, and that, faculty or no faculty, a parson would not now be heard to say, in justification of his action in trespassing upon a grave sold by him, that he had no power to make such a sale. Adopting Lord ATKINSON'S words, "he clearly had the title and the power to vest some right or interest in the grave he purported to sell."

Mr. Crispe's Reminiscences.

REMINISCENCES are generally sure of an audience, for they promise that peculiarly popular modern blend of gossip and facts about "our betters in their shirt-sleeves" which is a feature of much of the modern daily press. When the reminiscences are those of one whose position, profession, or opportunities are likely to have provided him with special information as to interesting people, a reader's anticipations will be particularly aroused. Such anticipations will send many readers to Mr. CRISPE'S reminiscences.* If a perusal of this book discloses that the reminiscences are sometimes not chosen so much because of the importance of the persons or events known or seen as of the fact that it was the author himself who knew or saw them, the reader will possibly have known beforehand that this is what is often to be expected. Much that is essentially unimportant often seems to an author to have some intrinsic interest because he was concerned in it, and the life-giving touch which is given to a narrative by an only occasionally interpolated *quorum pars magna fui* proceeds from a reticence and self-control which are rare.

"I was born in the thirties," is the opening reminiscence of the book, and the reader may find it interesting to remember from time to time the ten years' uncertainty as to the author's exact age thus left to his imagination. He was not able to "complete his education by the curriculum of *alma mater*," he was "articled to a *quasi*-profession," and thus became "what is called a scientific witness," a lecturer, and an amateur actor. There are several chapters hardly germane to the title of the book, and containing little that is new to those who remember, or can read elsewhere of, the fashions, now generally sought to be forgotten, as to the stage and its habitués, and London life and amusements, fifty years ago; and the author's call to the bar did not take place until 1874, when he appears to have been at least forty years old.

The chapters which follow in Part I. are quite the best in the book. The author jumped quickly into practice; his scientific knowledge served him well, and his inborn love of publicity, originally fed by the stage, was now fed by the fascination and attraction of *nisi prius*. Pleasant illustrations are given of the social life of the Middle Temple, with some revelations of what were once the religiously guarded *arcana* of the circuit mess; and although it is properly pointed out that the king himself is a mere barrister-at-law, though a member of the inn and the Senior Bencher, we are also told that "our beloved Monarch has always worn the silk glove, but the claws will be ready if required."

From the nature of the author's practice, the judges to whom reference is made are necessarily almost entirely those on the Common Law side; but a list which includes COCKBURN, KELLY, CLEASBY, LUSH, WESTBURY, ESHER, HUDDLESTON, BRAMWELL, POLLOCK, FIELD, RUSSELL, LOPES, HAWKINS and DAY, with anecdotes as to each of them, and often shrewd comments on their characters, is very representative of the later Victorian bench. The same limitation of practice may be responsible for the quotation of some Chancery jests, long since known to every Chancery junior, as the misspelling of the name of Mr. EDDIS, the well-known Q.C. and county court judge. Other county court judges and sundry referees and masters are passed in review in their turn, and there are some excellent comments on their number, work, and method of appointment. The chapters on "Advocates" and "Legal Wits" are rather disappointing, and it may be hoped that the story of OSWALD'S reply to (?) Lord ROMILLY has now been printed for the last time. The author's views as to Criminal Lunatics, Perjury, and the Divorce Court, with particulars of various special *causes célebres*, as to which many readers may be glad to have their memories refreshed, and of some of quite dramatic interest taken from the author's own practice, complete the first and most interesting part of this book. It is prefaced by an excellent likeness of the author, in bob-wig and typical attitude, and as addressing a jury with the conventional words "Well, gentlemen!" To the verdict of the public on his book he might have been content to leave his case with anticipation of a successful verdict if he had been willing to stop here. The public like a man who believes in himself and who tells them what he thinks ought to interest them in a cheery and not too carefully considered way.

There can hardly be said to be anything in the title of the book to prepare the reader for Part II. of the volume, or for about one hundred pages of it, although these pages were probably those which gave the author the greatest pleasure to write. They are addressed to those who contemplate the bar as a profession, or to the as yet unfledged barrister, and consist mainly of Advice to the Student (with a long reprint even of the requirements and instructions of the Inns of Court), and elaborate suggestions as to How to Conduct a Case, The Art of Examination, Cross-examination, and Re-examination, The Jury, Hints on Advocacy, Professional Etiquette, &c. All this might have been, with perhaps some modernizing, material for a separate students' guide, if such were needed; but, under the circumstances, it may be doubted whether this Part will be read or be accepted by those to whom it is addressed. It is prefaced by another portrait of the author, this time in full-bottomed wig and pleasantly unprofessional surroundings. A little genealogy, always forgiven to a writer of Reminiscences, completes the volume.

The majesty of the law has never lacked its lighter side. Perhaps there is not any profession in which there is such a tradition and wealth of wit, and everyone is much indebted to an author who will collect and set down, even at the risk of repetition, some of the incidents of comedy as well as of tragedy which have been part of the lives of members of a great profession. The present book abounds in capital stories, often very well told, and it has, most properly, a really full index.

* Reminiscences of a K.C. By Thomas Edward Crispe. Methuen & Co.

Reviews.

Damages in Collisions at Sea.

THE MEASURE OF DAMAGES IN ACTIONS OF MARITIME COLLISIONS. By E. S. ROSCOE, Barrister-at-Law, Admiralty Registrar of the High Court of Justice. WITH NOTES OF AMERICAN CASES, AND EPITOMES OF THE LAW OF SCOTLAND by JOHN A. SPENS; FRANCE by LEOPOLD DOR; and GERMANY by DR. O. SCHROEDER. ALSO SOME UNREPORTED JUDGMENTS AND REGISTRAR'S REPORTS. Butterworth & Co.

The doctrines as to the assessment of damages in cases of maritime collision are the growth of modern times, and Mr. Roscoe has undertaken a useful work in discussing the decisions on the subject and deducing the principles which are now recognized. For practical purposes the reports of decisions in the Admiralty Court do not go back beyond the beginning of the last century, when, as Mr. Roscoe points out, Lord Stowell laid the foundations of modern Admiralty law.

Adapting to new circumstances a phrase of the Roman Law, the Admiralty Court has followed, in regard to damages to be awarded to the owners of the innocent vessel, the principle of *restitutio in integrum*; but the difficulty of applying this in exceptional circumstances—where, for example, the owners are a non-trading body, like the Mersey Docks and Harbour Board—has been exemplified by the recent cases of *The Greta Holme* (1897, A. C. 597) and *The Marpessa* (1908, A. C. 241). Lord Loreburn, L.C., in the latter case disclaimed the idea that any rule of universal application had been laid down. "The damages depend upon the facts and upon the actual loss sustained by the owner, which will vary in different cases." Mr. Roscoe clearly explains the manner in which damages in maritime cases are limited by the condition that they must flow naturally and directly from the wrongful act, and he considers successively the ascertainment of damages in the cases of actual and constructive total loss, of partial injury to the ship, and of loss, damage, or delay of goods through collision. The differences that may arise in assessing damages in cases of total loss is strikingly illustrated by *The Harmonides* (1903, P. 1), where the Liverpool District Registrar assessed the loss at £18,000, and Barnes J., increased the award to £31,000. The test, it was held, in the absence of a market value, is what the vessel was worth to her owners as a going concern. The work contains epitomes of the law of Scotland, France, and Germany, and forms an important contribution to the exposition of maritime law.

Books of the Week.

Cases and Opinions on International Law, and Various Points of English Law connected Therewith, Collected and Digested from English and Foreign Reports, Official Documents, and Other Sources; with Notes containing the Views of the Text-writers on the Topics referred to, Supplementary Cases, Treaties and Statutes. Part I.: Peace. By PITT COBBETT, M.A., D.C.L. (Oxon.). Third Edition. Stevens & Haynes.

The Port of London Act, 1908 (8 Ed. 7, c. 68), together with the Watermen's and Lightermen's Amendment Act, 1859, the Thames Watermen's and Lightermen's Act, 1893, the Thames Conservancy Act, 1894, and the Thames Conservancy Act, 1905, as amended by the Port of London Act, 1908; also a Summary of the Principal Acts affecting the Chief Dock Companies, together with the Thames Conservancy Bye-laws, the Watermen's Bye-laws, the Bye-laws of the Dock Companies, Regulations of the Board of Trade, &c. By C. A. MONTAGUE BARLOW, LL.D., M.A., Barrister-at-Law, and W. H. LEESE, B.A., a member of the firm of Freshfields. Effingham Wilson; Sweet & Maxwell (Limited).

The Bills of Sale Acts, with an Epitome of the Law as Affected by the Acts. By HERBERT REED, K.C. Thirteenth Edition. Waterlow Bros. & Layton (Limited).

The English Reports. Vol. C.: King's Bench Division XXIX., containing Term Reports vols. 2, 3 and 4. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, November 4th and 5th, 1909. Edited by HERMAN COHEN, Barrister-at-Law. Vol. III., Part IV. Stevens & Haynes.

Points to be Noted.

Practice.

Possession Fees of Bailiff.—By section 156 of the County Courts Act, 1888, a claimant of or in respect of any goods taken in execution "may deposit with the bailiff either the amount of the value of the goods claimed . . . to be by such bailiff paid into court, to abide the decision of the judge upon such claim, or the sum which the bailiff shall be allowed to charge as costs for keeping possession of such goods until such decision can be obtained," or else give security for the value of the goods. If a bailiff accepts a sum of money under this section and pays it into court, he must be taken to accept that sum as the value of the goods; he has no right to remain in possession of the goods; and he cannot charge possession fees after the date when he accepted the money, even if it was in fact much less than the value of the goods.—NEWSUM, SONS, & Co. (LIMITED) *v.* JAMES (K.B. Div. Ct., May 6) (53 SOLICITORS' JOURNAL, 521; 1909, 2 K. B. 384).

Solicitor's Costs—Common Order to Tax.—A client who applies for the taxation of his solicitor's bill of costs within one month after its delivery is entitled to an unconditional order for taxation, without any submission to pay what is due. The Chancery practice requiring a submission to pay was wrong and should be altered. If the application is made more than a month after delivery, there is no such absolute right in the client; but in any case a submission to pay is not a necessary part of the common order. If a submission is inserted, it should be a submission to pay what is payable having regard to (among other things) the defence of the Statute of Limitations; and questions arising under that Act should be dealt with by the taxing master.—RE BROCKMAN (C.A., May 4, 5, 21) (53 SOLICITORS' JOURNAL, 577; 1909, 2 Ch. 170).

Order to Pay Costs—Default—Receiving Order.—Section 5 of the Debtors Act, 1869, provides that the court may commit to prison "any person who makes default in payment of any debt . . . due from him in pursuance of any order or judgment" of a competent court. Section 103 (5) of the Bankruptcy Act, 1883, empowers the court before which the application for such committal is heard to make a receiving order against the debtor instead of committing him; and this section may be invoked against a person who has not complied with an order of the Divorce Court to pay damages.—RE HALLMAN (Phillimore, J., May 22) (53 SOLICITORS' JOURNAL, 544; 1909, 2 K. B. 430).

Debenture-holders' Action—Receiver—Proceedings in Other Courts.—A receiver appointed in the Chancery Division is an officer of the court, and rent or other moneys alleged to be due from him must be claimed in the court where he was appointed, and in the same action. The court will restrain any proceedings against its own officer in another court in respect of acts done in discharge of his office.—RE MAIDSTONE PALACE OF VARIETIES (LIMITED) (Neville, J., June 16) (1909, 2 Ch. 283).

County Court—New Trial.—By section 93 of the County Courts Act, 1888, a county court judge shall "in every case whatever have the power, if he shall think just, to order a new trial to be had upon such terms as he shall think reasonable, and in the meantime to stay the proceedings." This power is not an absolute power, but is subject to the same limitations as to the grounds of exercising it as are imposed upon judges of the Supreme Court.—DEAN *v.* BROWN (C.A., May 12, 13; June 14) (53 SOLICITORS' JOURNAL, 615; 1909, 2 K. B. 573).

CASES OF THE WEEK.

Court of Appeal.

LOWERY *v.* WALKER. No. 1. 27th, 29th, and 30th Nov.

ANIMAL—SAVAGE HORSE—INJURY TO TRESPASSER—NOTICE WARNING TRESPASSERS PUT UP SOME YEARS BEFORE, BUT NO PROCEEDINGS EVER INSTITUTED BY OWNER—INVITATION—LIABILITY OF OWNER WHO TACITLY PERMITS TRESPASS BY PUBLIC.

The plaintiff, while passing through a field belonging to the defendant, in which he had no right to be, but which was habitually used by the public as a near cut to the railway station, was attacked by a horse belonging to the defendant and injured. The defendant knew that the public were in the habit of going into the field, and that the horse in question was ferocious.

Held by the county court judge that, although the plaintiff was a trespasser, nevertheless the fact that defendant knew that persons crossed the field placed a duty on him to see that a savage animal was not turned out in the field, and he entered judgment for the plaintiff for £100.

The Divisional Court set aside that judgment, holding that the defendant owed no duty to the plaintiff, as he was a trespasser; and consequently the owner of the land had a right to put an animal, although known to be at times vicious, in the field, such animal not being put there for the purpose of attacking trespassers.

The plaintiff appealed.

Vaughan Williams *and* Kennedy, L.JJ., *held that, there being no evidence upon which an invitation to the public to use the field as a near cut could be inferred in the particular circumstances of this case, the defendant was not liable.*

Buckley, L.J., *dissented, being of opinion that when a man habitually allowed people to cross his field, although they might be trespassers, the owner of the field must take reasonable care to protect those people.*

Per Vaughan Williams, L.J., *whilst agreeing with the head-note to the report in* 1909, 2 *K. B.* 652, *pointed out that it was not true generally to say that the fact that a defendant knew that the public habitually trespassed on his land imposed no duty on him to take reasonable care to do nothing whereby they might be injured. It would have been better if some restrictive words had been added limiting the proposition to the facts found "in this particular case."*

Appeal by the plaintiff against a decision of the Divisional Court (reported 53 SOLICITORS' JOURNAL, 544; 1909, 2 K. B. 433). The plaintiff, an elderly man, was walking through one of the fields owned by the defendant, which was a short cut habitually used by the public going to the railway station, when he was attacked and severely bitten by a horse belonging to the defendant, which the latter knew to be vicious. In the Whitehaven and Millom County Court the plaintiff was awarded £100; but, on appeal by the defendant to the King's Bench Division, this award was set aside, the court holding that

Lowery was a trespasser, and therefore could not maintain the action. From that decision the plaintiff appealed. The case having been fully argued,

VAUGHAN WILLIAMS, L.J., in giving judgment, said the question was whether a trespasser was entitled to maintain an action for injuries caused to him by an animal known to its owner to be ferocious, but not kept by him for the purpose of doing injury to people. He did not propose to go into the great number of cases which had been cited, and, although they were not all in accordance with one another, he thought that the majority of them supported the view he was taking. He preferred to state general principles, many of which allowed of no dispute, and applying them to the facts to decide the case on the broad, general principle of law applicable to those facts. For the defendant to be liable the plaintiff must show that the defendant owed him a duty, and that there had been a breach of it. Now the plaintiff must be treated as being a trespasser in the sense in which the county court judge so found—namely, that he was not lawfully there, nor was he there by "leave and licence." There were cases decided in which the plaintiff had shown that he was on the ground by "permission" of the landowner. He did not himself like that phrase, for it seemed to him to be very nearly equivalent to "leave and licence." He preferred to use the word "invitation." The question was, What duty did a landowner owe towards a person whom he tacitly "invited" to cross his land by taking no active steps to stop him from doing so over a number of years. He thought that the duty he owed the person so "invited" was a duty to take reasonable care that the person should not by any act of his be exposed to danger—that was to say, to no hidden danger which he was not likely to discover until the injury was done. That class of cases was generally described as "trap" cases. But this case did not fall within that class. There was no implied "invitation" here, as in the case of a man who kept a public-house where the public could go at all licensed hours, or of a shop. This was a case where for a long time the landowner had taken no objection to persons crossing the field, although it was proved that some years ago Mr. Walker had placed a notice-board prohibiting the use of this short cut, and had complained to the police. He declined to prosecute, and the path had got to be habitually used as a near cut. In the process of years the law would presume if a path, whether private or public, was so used that there had been a dedication of it to the public. That was not this case, and it seemed to him that at the highest the owner here only suffered those in the neighbourhood to cross his field out of courtesy. In these circumstances, they had to consider whether there was any duty on the defendant, in view of the fact that the plaintiff was a trespasser on his field and there without any "leave or licence," and without even an "invitation." What was the position of a landowner who did not choose to use his right and stop trespassers, and tacitly permitted persons, out of a feeling of benevolence, or laziness, or for any other reason, to use the field as a convenient near cut. His lordship thought it was limited to seeing that nothing was put in the field or done in the field which the person crossing it might reasonably expect not to find there. The person using the field for his own convenience, if he saw cattle in the field, could decide for himself whether he would risk interference from them. If he decided to cross the field, knowing that they were there, he did so at his own risk. This was a pasture field, and the landlord was entitled to turn his cattle and horses out on it. The plaintiff could see them, and he elected to take the risk. True, the horse was a vicious horse; but the risk of injury from being bitten or kicked by it was an ordinary risk, and it would seem that this horse had been turned out in this very field for at least two or three years, during all which time the plaintiff crossed the field whenever he so minded. Putting the horse out in the particular field in question was not an act which added a sudden or new and unexpected danger to those who might cross the field of such a kind that they could reasonably complain that notice of it should have been posted. It was not analogous to putting a spring gun in the field of which no warning was given. For the reasons he had given he thought that the decision of the Divisional Court was right, that there was no breach of duty by the defendant to the plaintiff which entitled the latter in this particular case to maintain the action.

BUCKLEY, L.J., said that it was not without grave distrust in his own judgment that he differed from the opinion of his two brothers. In his opinion the plaintiff was entitled to succeed. His lordship then gave his reasons, which, shortly, were that the defendant, knowing that persons habitually used this right of way, whether they came there with or without his leave, and taking no steps to stop it, must be held liable in damages, because there was a duty on him not to expose them to danger by putting into the field an animal known to be dangerous.

KENNEDY, L.J., concurred with Vaughan Williams, L.J. It seemed to him that a landowner incurred no liability by merely taking no steps to stop people crossing his field, if their doing so was a convenience to them, and he acted reasonably in the matter. It threw no liability on the owner to take special care to see that a man trespassing on his land was not injured by cattle which he had a perfect right to pasture on his own field. Moreover, the horse whose conduct was so reprehensible had been in the field many and many a day on which the plaintiff had crossed it, and had never before attacked him. By a majority, therefore, the appeal was dismissed, and the money paid into court as security for the costs of the appeal ordered to be paid out.—COUNSEL, *Holman Gregory*, for the plaintiff; *Leslie Scott*, K.C., and *Hugh Beazley*, for the defendant. SOLICITORS, *Blyth, Dutton, Hartley & Blyth*, for *W. H. Chaplin*, Whitehaven; *Harrison & Powell*, for *Brown, Auld & Brown*, Whitehaven.

[Reported by ERSKINE REID, Barrister-at-Law.]

***Re* JOSEPH CROSFIELD & SON'S APPLICATION AND *Re* THE TRADE-MARKS ACT, 1905. *Re* THE TRADE-MARKS ACT, 1905, AND *Re* AN APPLICATION No. 305,877 BY THE CALIFORNIAN FIG SYRUP CO. *Re* THE TRADE-MARKS ACT AND *Re* TRADE-MARKS Nos. 224,722, 230,405, 230,407. No. 2. 18th Nov.**

TRADE-MARK—DISTINCTIVE WORD—LAUDATORY EPITHET—GEOGRAPHICAL NAME—WORDS PHONETICALLY SPELT—TRADE-MARKS ACT, 1905 (5 ED. 7, c. 15), s. 9 (4), (5).

Merely laudatory epithets, such as good, best, perfection, are not adapted to distinguish the goods of the proprietor from those of other persons, and consequently cannot be registered under the Trade-Marks Act, 1905, *nor will words be registered which are spelt phonetically if they could not have been registered when spelt in the ordinary way, and though long continued user will in ordinary cases establish a right to proceed, the Board of Trade or the court have a wide discretion.*

The first of the above cases was an appeal from a decision of Swinfen Eady, J. The question was by way of appeal from a refusal of the Registrar of Trade-Marks to register the word "Perfection" as a trade-mark for the applicants' soap. Swinfen Eady, J., refused the application. The applicant appealed.

The second appeal was an appeal from an order of Warrington, J., on an application by the California Fig Syrup Co., which carried on business at San Francisco, to register, in respect of a medicinal preparation of syrup of figs, the words "California Syrup of Figs." Warrington, J., dismissed the application. The applicant appealed.

The third appeal was an appeal from a refusal of Eve, J., on a motion by Messrs. H. N. Brock & Co. (Limited) to expunge from the register of trade-marks the trade-mark Orlwoola. Messrs. H. N. Brock & Co. appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the first appeal, and allowed the second and third.

COZENS-HARDY, M.R.—These three appeals render it necessary to consider for the first time in this court the meaning and effect of section 9 of the Trade-Marks Act, 1905, and the extent to which the earlier statutory enactments have been altered by that section. A trade-mark which is capable of registration under the Act of 1905 must contain or consist of at least one of five essential particulars mentioned in section 9. Nothing turns upon either (1), (2), or (3), but (4) is as follows: "A word or words having no direct reference to the character or quality of the goods, and not being according to its ordinary signification a geographical name or a surname." This differs from the older enactment in two respects: (*a*) by inserting "direct" before the word "reference," thus, perhaps, allowing some words which have only an indirect reference to character or quality to be registered; (*b*) by inserting before the words "a geographical name" "according to its ordinary signification." Then comes the fifth sub-section, which, with the relevant proviso, is as follows: "Any other distinctive mark, but a name, signature, or word or words, other than such as fall within the descriptions in the above paragraphs (1), (2), (3), and (4), shall not, except by order of the Board of Trade, or the court, be deemed a distinctive mark. For the purposes of this section "distinctive" shall mean "adapted to distinguish the goods of the proprietor of the trade-mark from those of other persons." In determining whether a trade-mark is so adapted, the tribunal may, in the case of a trade-mark in actual use, take into consideration the extent to which such user has rendered such trade-mark in fact distinctive for the goods with respect to which it is registered or proposed to be registered. Now it is apparent that no word can be registered under this sub-section unless it is "distinctive," that is to say, is "adapted" to distinguish the goods of the proprietor from the goods of other persons. There are some words which are incapable of being so "adapted," such as "good," "best," "superfine." They cannot have a secondary meaning as indicating only the goods of the applicant. There are other words which are capable of being so "adapted," and as to such words the tribunal may be guided by evidence as to the extent to which use has rendered the word distinctive. It is easy to apply this sub-section to geographical words, and it is possible to suggest words having direct reference to character or quality which might be brought within it. But an ordinary laudatory epithet ought to be open to all the world, and is not, in my opinion, capable of being registered. It may be that within a particular area the applicant might succeed in a passing off action against a trader who used the epithet without sufficiently distinguishing his goods from the goods of the applicant. But that would not justify the court in giving the applicant a monopoly throughout the United Kingdom in the use of a laudatory epithet. Whether in any particular case the word is or is not something more than a laudatory epithet is for the tribunal to decide. If it is open to doubt, the tribunal may direct the application to proceed. If, however, the tribunal is satisfied that the word is purely laudatory, the application ought not to be allowed to proceed, and if the application has been allowed to proceed it ought to be refused at the second stage.

In the first case it is sought to register the word "Perfection" as a trade-mark for common or household soap. It is proved that Messrs. Crosfield have a very large business in Lancashire and Yorkshire and the Midlands, and that they have largely advertised their Perfection soap. Of the millions of cakes sold every one has had "Crosfield's Perfection Soap" upon it, together with their trade-mark, two pyramids. The Comptroller and the learned judge declined to allow the applicants to register "Perfection," and I agree with them. It was admitted by counsel that "Perfect" could not be registered, and that admission is fatal to the case of the appellants. "Perfection" is

used adjectively, and is a mere laudatory epithet. It is thus used in the soap trade and in many other trades, and I think it would be wrong to allow a monopoly in the use of such a word, which moreover, may in course of time become false and misleading.

In the second case Warrington, J., has declined to allow the appellants to proceed with an application to register "Californian Syrup of Figs" on the ground that it is a mere geographical name applied to a well-known article. Now, this has been for many years a widely-known proprietary medicine. The name has been recognized in litigation as a trade-mark. In these circumstances I think it would be wrong to preclude the applicants from endeavouring to obtain registration. It is not for us to say at this stage that the mark is distinctive and ought to be registered. That is a matter for the next stage, when opponents can be heard and when every objection, including section 11, may be raised. I think this appeal must be allowed.

In the third case "Orlwoola" was registered under the old law as applied to woollen goods. An application was made to remove it from the register. It was not contended before us that it was properly registered, but it was argued—and the learned judge has held—that under section 36 it cannot be removed because it is a mark which under the Act of 1905 is registrable. I cannot accede to this argument. It is plain that "All Wool" could not be registered, and, indeed, these words are disclaimed on the face of the register. This word is a mark which appeals to the ear far more than to the eye, and for the reasons which I stated in my general observations I think it is obviously not distinctive. There are further difficulties in the way, because the mark is applied to other than woollen goods, but I prefer to base my judgment on general grounds. I think this appeal must be allowed.

FLETCHER MOULTON and FARWELL, L.JJ., delivered judgments to the same effect.—COUNSEL, in the first case, *Walter*, K.C., *Kerly*, and *H. T. Moulton; Astbury*, K.C., *Cutler*, K.C., and *Sebastian; Sargant;* in the second case, *Astbury*, K.C., and *Sebastian; Sargant;* in the third case, *Jessel*, K.C., and *H. F. Moulton; P. O. Lawrence*, K.C., and *Sebastian*. SOLICITORS, *C. Urquhart Fisher & Co.*, for *Alexander Wilson & Cowie*, Liverpool; *Pritchard, Englefield, & Co.*, for *Simpson, North, & Harley*, Liverpool; *Solicitor to the Board of Trade; McKenna & Co.; S. E. Lambert; Timbrell & Deighton.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

BLYTHE *v.* **BIRTLEY AND OTHERS.** Joyce, J. 10th, 19th, 24th, and 30th Nov.

FRIENDLY SOCIETY—CONVERSION INTO COMPANY—SPECIAL RESOLUTION—ASSENT OF MEMBERS—OBJECTS OF COMPANY—EXCEEDING THE SCOPE OF THE OBJECTS OF THE SOCIETY—FRIENDLY SOCIETIES ACT, 1896 (59 & 60 VICT. c. 25), ss. 8, 70 (3), 71, 74.

A friendly society registered under the Friendly Societies Act, 1896, *by special resolution at meetings convened in manner provided for by its rules, but without any attempt to obtain the assent of a very large number of its members, resolved to convert itself into a company limited by guarantee under a memorandum and articles of association which extended and substantially altered the nature of the objects of the society, both as defined by its own rules and as restricted by the Friendly Societies Act*, 1896, *s.* 8. *Interim injunction granted to restrain the society from acting upon the resolution.*

Semble, the objects of a company into which a Friendly Society may be converted should be similar to the objects provided for by section 8 *of the Friendly Societies Act*, 1896, *although the objects of the company may be wider than, and not strictly confined to, the objects of a friendly society.*

The Royal Co-operative Collecting Society was established in 1899, and registered under the Friendly Societies Act, 1896. In September, 1909, it was proposed to convert the society into a company limited by guarantee under the Companies (Consolidation) Act, 1908. Meetings were convened on the 19th of October and the 9th of November, 1909, in the manner provided for by the rules of the society for alteration of rules, to pass a special resolution to convert the society under section 71 of the Friendly Societies Act, but without any attempt to obtain the assent of members as required by section 70 (3) of the Act. The number of members was very large, exceeding 30,000, most of whom lived in the northern counties; many were persons in humble circumstances. The special resolution was passed, and included the resolution that every member of the society at the date of the registration of the company should be treated as being a member of the company, and should be registered accordingly, subject to a liability to contribute in the manner provided by particulars for a memorandum of association, which were approved. The objects of the society were: Insurance upon deaths of or for funeral expenses of the husband, wife, or child of a member or the widow of a deceased member; for rendering assistance to members when sick, and thereby not able to follow their employment; and for the endowment of members or nominees of members. The objects of the company are referred to in the judgment below, and substantially altered the nature of the objects of the society. The defendants were the trustees, the secretary, and the committee of management as directors of the society. Motion for an interim junction, *inter alia*, to restrain the society and its officers from registering or acting upon the resolution passed at the meetings held on the 18th of October, 1909, and the 9th of November, 1909.

JOYCE, J., after reading the rules relating to the objects of the society and to alterations of rules, said that under section 8 of the Friendly Societies Act, 1896, specific classes of societies were capable of being registered under the Act within certain limitations, and, within these limitations, the objects of a friendly society could be enlarged. Under section 70 a friendly society might amalgamate with or transfer its engagements to another friendly society. Under section 71 it might convert itself into a company under the Companies Acts. In either case, by a special resolution, defined in section 74, which was similar to special resolutions under the Companies Acts. By section 70, sub-section 3, which he read as applying to every amalgamation with or transfer to a society or company, a special resolution by a registered friendly society for an amalgamation or transfer of engagements under the Act was not to be valid without the assent of five-sixths in value of the members given either at the meetings at which the resolution was, according to the provisions of the Act, passed and confirmed, or, if the members were not present thereat, in writing. The number of members of this society was very large—above 30,000, he understood—scattered all over the country, but distributed more particularly over the North of England. Without obtaining any such assent, it was proposed by the defendants, by virtue of a special resolution, to convert the society into a company, the objects of which embraced the carrying on of the business of life insurance in all its branches, fire, accident, burglary, theft, marine and boiler, plate-glass, and transit insurance, the granting of annuities of all kinds, the establishment of sinking funds, redemption funds, and depreciation funds guaranteeing the fidelity of persons occupying positions of confidence and trust, and undertaking the office of trustee, administrator, &c. It was to be a general insurance company for unlimited amounts, and not merely for the insurance of members, but for the insurance of persons who were not members of the society. There were other clauses in the memorandum which, if necessary to consider, were open to objection, in particular clause 6, being the limit of guarantee. The assets of the society were to become the property of the new company, and to be applied to the expense of carrying on the company. Without saying that the objects of the company must be precisely the same as those of the society, or that they must be strictly confined to such objects as were specified in section 8 of the Friendly Societies Act, the learned judge was of opinion that a friendly society could not, under the guise of a conversion by a mere special resolution under section 71, and without any assent such as was required under section 70 (3) of the Act, transform itself into a company having a range of objects going so much beyond those specified in the rules or in section 8, or constituted so differently from a friendly society, as in this case. That being his view, he did not think it necessary to consider the many objections raised against what was proposed to be done. Some, at least, of those objections were entitled to the most serious consideration. The injunction asked for was granted until the trial of the action.—COUNSEL, for the plaintiff, *Hughes*, K.C., *John Rutherford*, and *Baden Fuller;* for the defendants, *Gore-Browne*, K.C., *Hemmant*, and *Roope Reeve*. SOLICITORS, *Leggatts & Carruthers*, for *Carruthers & Geddye*, Liverpool; *H. Kingsley Wood.*

[Reported by A. S. OPPÉ, Barrister-at-Law.]

ELLIOTT *v.* **EXPANSION OF TRADE (LIM.).** Eve, J. 23rd Nov.

TRADE NAME—COMPANY—SIMILARITY OF NAME—CALCULATED TO DECEIVE—SECONDARY MEANING—INJUNCTION.

The plaintiff, in 1900, *started an advertising business, which he had since carried on under the name or style of the "Trade Extension Co." In* 1909 *the defendants started a similar business, which was carried on under the name of the "Expansion of Trade (Limited)."*

Held, that the plaintiff's trade name had not acquired a secondary meaning as denoting the plaintiff's business, and that the name of the defendant company was not calculated to deceive.

This was an action for an injunction to restrain the defendants from using the name or style of "Expansion of Trade (Limited)," or any other name so nearly resembling it as to mislead the public into the belief that the business of the defendants was the same as the plaintiff's business or in any way associated or connected with it, and for an injunction to restrain the defendants other than the defendant company from allowing the defendant company to remain registered under its present name. In or about the year 1900 the plaintiff originated and had since carried on the business of a special kind of advertising under the name or style of the "Trade Extension Co." The special method of advertising adopted by the plaintiff was to send lady interviewers to make a house-to-house canvass, and to obtain signed orders on local tradesmen, which were then taken to the local tradesmen, and thereupon an account was opened between the tradesmen and the wholesale dealers who had employed the plaintiff. The defendant Worrall, who had been employed by the plaintiff in his business, left his service in February, 1909, and started a similar business, which was registered as a private company, under the name of the "Expansion of Trade (Limited)." The plaintiff alleged that his business was well known, and that the name had always referred exclusively to his business, and had acquired a secondary meaning as denoting the plaintiff's business. The plaintiff also alleged that the defendants had sent out circulars which were word for word the same as those issued by the plaintiff. The defendants denied that the plaintiff's method of advertising was special, and alleged that it was

in general use. The principal cases referred to were *Turton* v. *Turton* (42 Ch. D. 134), *Saxlehner* v. *Apollinaris* (1897, 1 Ch. 893), *Manchester Brewery* v. *North Cheshire and Manchester Brewery Co.* (1899, A. C. 83), and *British Vacuum Cleaner Co.* v. *New Vacuum Cleaner Co.* (1907, 2 Ch. 112).

EVE, J.—The plaintiff claims an injunction to restrain the use of the name "Expansion of Trade (Limited)," and to restrain the defendants from allowing the defendant company to remain registered under its present name. He founds his claim on an allegation that the use of the name is calculated to deceive the public, and that the name had always referred exclusively to his business, and had acquired a secondary meaning denoting the plaintiff's business. With regard to the second allegation, no evidence has been adduced, and therefore I hold that the plaintiff's trade name has not acquired a secondary meaning as denoting the plaintiff's business. The result is that the action resolves itself into an action to restrain the defendants from using their trade name so as to mislead the public into the belief that the business of the defendants is the same as or connected with the plaintiff's business. In that state of things the plaintiff claims an injunction on two grounds: (1) That a comparison of the names leads to the irresistible conclusion that there would be confusion between the two names; and (2) that there was an intention to deceive as shewn by the circular issued by the defendant. What I have to consider is whether the circular leads one to suppose that the defendants' business is the same as or connected with that of the plaintiff. It is true that it is in many respects a mere repetition of the plaintiff's circulars, but, on the other hand, it contains a statement that the defendant Worrall had ceased to be connected with the plaintiff's business. It was therefore quite impossible to come to the conclusion that any recipient of the circular would be misled by it. It was, in fact, intended to bring home to the recipient that the defendants' business was a new business, and that the defendant's former connection with the plaintiff's business had ceased. It was said that the circular was the sheet anchor of the plaintiff's case. If so, the allegation of a fraudulent intent falls to the ground, and the matter is really disposed of by the interpretation which I have put upon the circular. But that does not dispose of the case. It is said that even if there is no fraudulent intent, the similarity of the two names is calculated to mislead the public into the belief that the defendants' business is the same as the plaintiff's business. The question is whether the names are so alike as inevitably to lead to confusion between the two. I think they are essentially different. It is true that they both convey the same idea, but they are not, in my opinion, so similar as to be calculated to deceive. Therefore that part of the plaintiff's case also fails, and I must dismiss the action with costs.—COUNSEL, *Clayton*, K.C., and *W. H. Moresby; P. O. Lawrence*, K.C., and *J. G. Wood*. SOLICITORS, *H. C. Coote & Ball; Tarry, Sherlock, & King*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Bankruptcy Cases.

Re **TAYLOR.** *Ex parte* **NORVELL.** Phillimore and Coleridge, JJ. 24th Nov.

BANKRUPTCY—MUTUAL DEALINGS—SET OFF—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 38.

A person who has a contract to purchase real estate from the bankrupt entered into prior to the receiving order can set off a debt due to him from the bankrupt at the date of the receiving order against the purchase money due under the contract.

Appeal from the county court of Yorkshire, holden at Halifax. The bankrupt, Taylor, was a builder, who, in August, 1907, was engaged in building nine houses in Woodside-view, Halifax. The appellant, Norvell, who was a joiner, had successfully tendered for the joinery work in these houses. On the 13th of November, 1907, the architect certified that £120 was due to Norvell, and this amount was paid by Taylor. On the 1st of February, 1908, Norvell received a further certificate for £100, but Taylor was unable to meet it, and induced Norvell to continue work on the assurance that money would soon be coming in. By April, 1908, there was about £250 due to Norvell, and, as he could not get payment thereof, he withdrew his workmen for a time. Taylor then suggested that Norvell should take over some of the houses in payment, to which Norvell at first demurred, but in time he consented to do so. On the 18th of June Taylor and Norvell met Norvell's solicitor, Shepherd, at his offices. Taylor offered to sell Norvell three of the houses for £650, but did not mention that there was a mortgage of £150 on each house, so Norvell thought that he would have to pay £400, which he was willing to do. They then went to Taylor's solicitor, Buckley, who produced a printed form of contract which he filled up, and it was signed by Taylor. This agreement provided for a deposit of £100, and contained a clause at the end whereby Taylor acknowledged the receipt of such deposit. Norvell's solicitor objected that no clause had been inserted to the effect that all money due from Taylor to Norvell was to be credited as part of the purchase money, but Taylor's solicitor said that was obvious, and was evidenced by the receipt. Norvell later on discovered that there were mortgages of £150 on each of the houses, and that therefore he would have to pay £450 on them, which would only leave a balance of £200, or £50 less than the debt due to him. In order to put this right, Taylor agreed to sell Norvell another house for £230, on which there was a mortgage of £150, and a second agreement was executed in terms similar to the first. On the 7th of July the draft conveyances were approved, and on the 10th of July Norvell's solicitor sent Taylor's solicitor the draft conveyances and engrossments ready for execution, and asked for completion on the next day. On the 11th of July Norvell received notice of an act of bankruptcy committed by Taylor in a letter written by Taylor's solicitor on the 10th of July, and consequently the completion could not be carried out. A receiving order was made against Taylor on the 12th of October, after which the mortgagees of the houses, a building society, threatened to sell, and Norvell, to protect his interests in the equities of redemption, paid off the mortgagees, and took a transfer of the mortgages. He then applied to the court for an order that the trustee in bankruptcy should specifically perform the two contracts, and for a declaration that he was entitled to set off a sum of £257 12s. 4d., which was due to him from Taylor, against the £280 which remained payable by him under the contract. The county court judge (His Honour Judge Gent) held that Norvell could only obtain specific performance of the contract upon paying the £280 due thereunder, and from this decision Norvell appealed. Counsel for the appellant submitted that Norvell was entitled to set off the amount due to him against the amount due under the contract, and relied on *Re Daintrey, Ex parte Mant* (1900, 1 Q. B. 546) and *Palmer* v. *Day* (44 W. R. 14; 1895, 2 Q. B. 618). Counsel for the respondent contended that a debt which will ultimately come due under an agreement for specific performance cannot be the subject of set-off, because it is not a *chose in action: Re Pooley, Ex parte Rabbidge* (26 W. R. 646, 8 Ch. D. 367). They also contended that there could be no set-off, because the mutual dealings were not such as would end in a money claim on each side: *Eberle's Hotel Co.* v. *Jonas* (35 W. R. 467, 18 Q. B. D. 459).

PHILLIMORE, J.—In this case the facts are really not in dispute. Norvell was doing joinery work for Taylor, who was a builder, and at the time of the transactions in question he had a certificate for £100 for work done, and had done further work, which had not yet ripened into a certificate, but which the parties knew would amount to between £150 and £160. Taylor could not find the cash to pay the £100, and suggested to Norvell to buy some of the houses in order that the balance of his (Taylor's) debt arising under the joinery contract might be cleared off. This was agreed to, and Norvell signed two contracts for the purchase of four of the houses, the purchases to be completed on the 1st and 3rd of July respectively, and the next day the final certificate for £157 12s. was given. There was an act of bankruptcy committed by Taylor on the previous 30th of June, but Norvell had no knowledge of it until after the 11th of July. Another fact, which was not before the county court judge, was that on the 7th of July the title to the four houses was accepted, and the draft conveyance was returned approved by Taylor's solicitors to Norvell's solicitors. Now, it is clear that the purchase money of £280 was to be met by the two certificates of £100 and £157 12s., which would leave a small balance of about £30 payable by Norvell; but before Taylor had executed the conveyances everybody knew of his act of bankruptcy on the previous 30th of June. Then the mortgagee of the houses threatened to sell, and Norvell took a transfer of the mortgage to protect his interests, and subsequently launched his motion in the bankruptcy asking for specific performance of the two contracts, and a declaration that he was entitled to set off the £257 12s. against the balance of the purchase money. The trustee says that nothing is said in the contracts about the vendor accepting the two certificates against the £280, and that Norvell is only entitled to specific performance on payment of the whole £280 in cash. The county court judge has held that the doctrine of mutual dealings laid down in section 38 of the Bankruptcy Act, 1883, does not apply. We think, however, that the circumstances of this case do come within that section, and that Norvell is entitled to say that he has performed all the terms that he was bound to perform. On behalf of the trustee, the case of *Re Pooley, Ex parte Rabbidge* (*supra*) is relied on, but we think it is clearly distinguishable. The question that arises here was never dealt with in that case. Here we think there were mutual dealings between the parties within section 38, and that the principle of *Re Daintrey* (*supra*) applies. Norvell, therefore, is entitled to specific performance and to have his obligation under the contracts to pay £280 wiped out to the extent of the two certificates amounting to £257 12s. His appeal must be allowed with costs, and there must be an order in the terms of his notice of motion in the court below.

COLERIDGE, J., concurred.—COUNSEL, *Clayton*, K.C., and *Atkinson; Shearman*, K.C., and *Hansell*. SOLICITORS, *Helliwell, Harby, & Evershed*, for *Jubb, Booth, & Helliwell*, Halifax; *Jacques & Co.*, for *Moore & Shepherd*, Halifax.

[Reported by P. M. FRANCES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

CARTER *v.* CARTER (THE KING'S PROCTOR INTERVENING). Bargrave Deane, J. 4th, 6th, 9th, 10th, and 15th Nov.

DIVORCE—KING'S PROCTOR'S INTERVENTION—DIRECTION OF ATTORNEY-GENERAL—MATRIMONIAL CAUSES ACT, 1860 (23 & 24 VICT. c. 144), s. 7—INTERVENTION DISMISSED—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. c. 19), s. 2—COSTS.

The King's Proctor is in a similar position to any other intervener, and it is in the discretion of the court to dismiss his intervention with costs, even though he has acted reasonably.

Intervention by King's Proctor during progress of suit. At the conclusion of the King's Proctor's case counsel for the petitioner demanded formal proof of the Attorney-General's direction to the King's Proctor to intervene—otherwise the intervention must fail. On behalf of the King's Proctor, it was objected that it was contrary to the practice to disclose the opinion of the Attorney-General—*Anon.* (9 W. R. Dig. 13, 2 Sw. & Tr. 249)—but in fact the direction of the Attorney-General was more than a week before the intervention. The facts of the case sufficiently appear in the judgment of the learned judge, but the case is of legal interest on the question of costs.

Nov. 15.—BARGRAVE DEANE, J., said that a suit was originally brought by the wife, Mrs. Hilda Carter, on the alleged grounds of desertion, cruelty and adultery of her husband, Harold Edward Carter. The petition was filed on the 29th of January, 1908, and on the 24th of July, 1908, a decree *nisi* was pronounced on the grounds of desertion and adultery, the suit being undefended. On the 4th of February last the King's Proctor intervened and filed a plea, alleging that the desertion had never taken place, and that the decree *nisi* was obtained by collusion of the petitioner and respondent. Mrs. Carter's solicitors communicated with the King's Proctor to the effect that their client had put forward the allegation of desertion under a misapprehension as to the law, and that she withdrew the charge. Accordingly, on the 15th of March the decree *nisi* was rescinded by Bigham, P., who ordered the petitioner to pay the costs of the King's Proctor, which he (the learned judge) understood had been done. Counsel for the petitioner informed the learned president that she intended to file another petition on the grounds of cruelty and adultery, and inquired as to whether it was necessary to re-prove the adultery. Bigham, P., thought the charge should be re-proved, and that the King's Proctor should watch the case when it came on for hearing. A fresh petition, charging cruelty and adultery, was filed, and the King's Proctor obtained the Attorney-General's directions to intervene, and alleged collusion between the petitioner and her husband in respect of the original charge of desertion, and also in respect of the adultery; the intervener further denied that the respondent was guilty of cruelty and adultery. He (the learned judge) found as a fact that the King's Proctor had failed to prove collusion, and that the petitioner had established the charges of cruelty and adultery against her husband, and on those findings pronounced a decree *nisi*. The position of the King's Proctor was a peculiar one. He represented the public, and was an officer of the public. The costs in an intervention were dealt with by section 2 of the Matrimonial Causes Act, 1878, which enacted that "where the King's Proctor or any other person shall intervene or shew cause against a decree *nisi* in any suit or proceeding for divorce, or for nullity of marriage, the court may make such order as to the costs of the King's Proctor, or of any other person who shall intervene or shew cause as aforesaid, or of all and every party or parties thereto, occasioned by such intervention or showing cause as aforesaid, as may seem just; and the King's Proctor, any other person as aforesaid, and such party or parties shall be entitled to recover such costs in like manner as in other cases: Provided that the Treasury may, if it shall think fit, order any costs which the King's Proctor shall, by any order of the court made under this section, pay to the said party or parties, to be deemed to be part of the expenses of his office." That section placed the King's Proctor in exactly the same position as any other litigant in that court. In the old days the King's Proctor could only plead collusion, but now he might allege any material facts which might assist the court. If he acted properly and in a straightforward manner he was not to suffer personally, for the Treasury would pay the costs. In the case of *Howard* v. *Howard and Drew* (*Times*, February 4, 1903) the late president, Lord Gorell, dismissed the King's Proctor's intervention, and said that, although the petitioner was not guilty of any misconduct, yet, unless the King's Proctor acted unreasonably, he ought not to be condemned in costs, and in that case he could not be said to have acted unreasonably, and the intervention was simply dismissed. That suggested that unless the King's Proctor acted unreasonably he could never be condemned in costs, and that would make the statute to which he (the learned judge) had alluded a dead letter, for it was almost incredible that the King's Proctor should act unreasonably. In March, 1908, the same question came before Lord Gorell in the case of *Westcott* v. *Westcott* (1908, P. 250), who said: "Now, I think the terms of that section (section 2 *supra*) leave the question of costs entirely to the discretion of the court, and that that discretion must be exercised in accordance with those three or four words that I have emphasized—namely, 'as may seem just.'" And he (Lord Gorell) continued by saying that it had been argued that the King's Proctor, "unless he acts unreasonably, cannot be, or at any rate ought not to be, condemned in the costs. I cannot agree with that view, because it would lead to the result that in no case practically (I do not say in no case at all) could the King's Proctor be condemned in costs, because it may generally be assumed that he is not likely to act unreasonably, so far as his own action is concerned, in getting up a case." In that case the King's Proctor was ordered to pay costs. The learned judge then proceeded to refer to the judgment of Bigham, P., as to costs in *Higgins* v. *Higgins and Minor* (1909, W. N. 214), and said that it would appear that *Westcott* v. *Westcott* (*supra*) could not have been fully brought to the attention of the learned president, for he stated "that hitherto his predecessors, in cases where there was no reason at all to blame the action of the King's Proctor, had held that he ought not to be ordered to pay the costs, and he could not depart from that practice." That was not the practice of the court, so far as he (the learned judge) understood it, and was opposed to the judgment in *Westcott* v. *Westcott* (*supra*). The only thing that the present petitioner had done wrong was in putting forward a case where there was no legal desertion, although she honestly thought that there was. She had suffered for that, as she had had to pay the costs of the King's Proctor's first intervention. In the new suit the King's Proctor pleaded that the plea of desertion in the former suit was collusive. There was absolutely no evidence of that. The King's Proctor also alleged that the adultery was collusive, but he had failed to prove that. He (the learned judge) could not see that the King's Proctor in the present case was in any different position from any other litigant, and the only just order that he could make was that the King's Proctor should pay the costs. He had not the least doubt that the Treasury would reimburse him, as the costs in that matter were part of the costs of his office. In his opinion, the words of the section, "as may seem just," implied an absolutely unfettered discretion. There was no common practice. The only common practice was for the judge to do justice in each case. The King's Proctor's intervention must therefore be dismissed, with costs. There would be leave to appeal, if thought advisable.—COUNSEL, *Barnard*, K.C., and *Bayford; Lewis Thomas*, K.C., and *Rowan-Hamilton; Rawlinson*, K.C., and *Willis; J. H. Murphy* and *Cotes-Preedy*. SOLICITORS, *Braby & Waller; Newton & Co.; The King's Proctor; C. Russell & Co.*

[Reported by M. WIMPFHEIMER, Barrister-at-Law.]

Law Students' Journal.

The Birmingham Law Students' Society.

The annual dinner of this society was held on the 26th of November at the Grand Hotel, Birmingham. The president (the Hon. Sir H. H. Cozens-Hardy, Master of the Rolls) in the chair. The guests included the Hon. Mr. Justice Jelf, the Hon. Mr. Justice Pickford, the Lord Mayor of Birmingham, His Honour Judge Amphlett, K.C., Sir Erle Richards, K.C., K.C.S.I., C. F. Vachell, Esq., K.C., Professor Beazley, and many others. After the loyal toasts had been honoured, the president delivered a most interesting and instructive address on "The Meaning of Law, and its Study," which we give elsewhere. The following toasts were then honoured: "The Society," proposed by the president, and responded to by the hon. sec., Mr. G. A. Baker; "The City," proposed by the Hon. Mr. Justice Pickford, and responded to by the Lord Mayor of Birmingham; "The Bench and the Bar," proposed by Professor Beazley, and responded to by the Hon. Mr. Justice Jelf and Mr. C. F. Vachell, K.C.; "The Birmingham Law Society," proposed by the hon. treasurer, Mr. H. E. Swallow, and responded to by Mr. Walter Barrow, president of the Birmingham Law Society; "The Visitors," proposed by the hon. assistant sec. and librarian, Mr. H. F. Bensly, and responded to by Sir Erle Richards, K.C., K.C.S.I.; and "The President," proposed by the vice-president, Mr. H. Maddocks.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 30.—Mr. L. J. Sturge in the chair.—The following moot point was debated: "A is landlord of houses B and C. D is tenant of B, and, to annoy A, without being guilty of any nuisance, or any conduct *per se* actionable, so conducts herself in the management of her house, B, that no tenant will take C. Has A any cause of action?" Mr. T. H. Ekins opened in the affirmative, and was supported by Messrs. D. M. Wood, B. G. Talbot, H. F. Bensly, R. B. Blaker, and L. M. Kinsella; Mr. T. Wood opened in the negative, and was supported by Messrs. O. F. Gloster, A. Upton, G. A. Baker, and M. I. Clutterbuck. After the openers had replied, the chairman summed up, and put the question to the meeting. The voting being equal, the chairman gave his casting vote for the negative, which therefore won by a majority of one. A hearty vote of thanks to the chairman concluded the proceedings.

The Master of the Rolls on the Study of the Law.

In his address to the Birmingham Law Students' Society on Friday in last week, says the *Birmingham Daily Post*, the MASTER OF THE ROLLS said he proposed to ask the three questions—What is Law? Is law worth studying? and How can it be studied? He asked these questions, not with any idea of answering them to his own satisfaction, but in order to suggest one or two thoughts which might induce his hearers perhaps to answer them. They might think it a very odd thing that a man like their president, who began to study law fifty years ago, should now confess in a penitential sheet that he did not know how to define law or what its definition was. There had been battles by jurists over this question for centuries, nay for thousands of years, and if they looked at some of the older definitions they found a strange variety. Having quoted the definition of Cicero, Hooker, Blackstone, Austin, and Professor Carter, of the United States, who said "all law is fustian," the Master of the Rolls said they would agree that

not one of these definitions was satisfactory and complete. When he was a student, and for some time afterwards, his idea of law was that which they found in Acts of Parliament. Nothing more fallacious was ever uttered or thought of. One would not be long a student of law before he found that the Statute Book contained a very small fraction of the law of this land. They might search the Statute Book from end to end and they would not find what were the necessary conditions of a simple contract such as they would have to learn in their text-books; they would find no definition of a tort, in fact they would not find any one of those things that they would all say were some of the most vital and necessary problems and statements of our law. The great mass of our law was not to be found in our Statute Book, and when the Statute Book itself came on the scene, in nine cases out of ten it only fixed and made rigid and permanent that which was law before. For instance, the Sale of Goods Acts did not in any real sense, for the first time, make that law which was not law before. It simply consolidated and made rigid that which was previously well-known and good law. So with the Bills of Exchange Act and a number of other instances. Then what was to be said about customary law, which played a very large part in the law of real property? Coming to what was sometimes called by those who did not like it "judge-made" law, but which was more correctly described as unwritten law, he asked, did his friends Mr. Justice Jelf and Mr. Justice Pickford make law or did they declare that which had always been law from time out of mind, except that nobody had been wise enough to discover it before Justices Jelf and Pickford. He thought it was Mr. Justice Pickford who decided last year that a husband had an insurable interest in the life of his wife. He supposed that was the law, but nobody had ever discovered it until Mr. Justice Pickford found it out, but he (the Master of the Rolls) objected to be told that Mr. Justice Pickford made the law. The problems that were raised when they tried to answer the apparently simple question, "What was the law?" were very deep. They might be considered from many valuable points of view, and would exercise the brains of the law students in a good many debates in their society. If they agreed that it was not easy to define law, and if they did not quite know what law really was, it might seem strange that he should ask, "Was law worth studying?" He had no difficulty in answering that question, and he said most unhesitatingly that it was. It was worth studying historically. No student of law could ever become a really good lawyer unless he had a keen appreciation of the importance of the history of law, studied that history, and understood not merely what the law is to-day, but what it had been in the immediate and long-distant past. Law was an interesting study, because it was not a fossil or a dead subject, but was a living, growing, and developing thing. Taking two illustrations, he pointed out that the law of defamation and libel had developed enormously within the last fifty years, and the whole law of debentures, upon which millions of money invested in this country were entirely secured, had come into existence within the last half-century. As to how the law should be studied, he said the student could not get on without good text-books, but he could not study law in any true sense with nothing but books. The student must deal with the law in the concrete as well as in the abstract. No man could really understand a bill of exchange or a lease or a conveyance until he had seen and handled one. Those law students who intended to be solicitors had therefore a great advantage in being bound as articled clerks. Discussion and debate were also of extreme importance to them, and it was eminently desirable that the student should attend lectures and classes in law.

Obituary.

Mr. J. H. Square.

The death, on the 24th ult., at Kingsbridge, Devon, of Mr. John Henry Square, one of the oldest solicitors in England, is announced by the *Times*. Mr. Square was born in 1817, and had been a solicitor for seventy years, having been admitted in Easter Term, 1839. He formerly held many public offices, and was the first captain of the local Volunteer corps. He celebrated his golden wedding in 1895.

Legal News.

Information Required.

THE LATE VISCOUNT SELBY.—Any person having in his possession a will of the late Viscount Selby is requested to communicate with Hills, Godfrey, & Halsey, 23, Queen Anne's-gate, Westminster.

General.

The Right Hon. Syed Ali, C.I.E., who has been appointed a member of the Judicial Committee in the place of Sir Andrew Scoble, resigned, took his seat on Tuesday for the first time.

It is understood, says the *Times*, that the Right Hon. R. R. Cherry, K.C., his Majesty's Attorney-General for Ireland, will take his seat in the Court of Appeal on Monday next as a Lord Justice of Appeal in Ireland, in succession to the late Lord Justice FitzGibbon.

The Whewell Scholarships for International Law at the University of Cambridge have been awarded as follows:—First Scholarship, not awarded; second Scholarship, Mr. W. G. Constable, B.A., St. John's.

The death is announced of Mr. Henry FitzGibbon, Recorder of Belfast and County Court Judge for Antrim. He was called to the Bar in 1848, took silk in 1868, and was appointed Recorder of Belfast in 1887. In the following year he was appointed Judge of the Belfast Bankruptcy Court.

On the 25th ult. the Royal assent was given by commission to the following Acts:—Merchandise Marks (Ireland), Fisheries (Ireland), Diseases of Animals, Prisons (Scotland), Summary Jurisdiction (Scotland) Act, 1908 Amendment, Education (Administrative Provisions), Cinematograph, Weeds and Agricultural Seeds (Ireland), Health Resorts and Watering Places (Ireland), Wild Animals in Captivity (Scotland), Electric Lighting Acts (Amendment), Police (Liverpool) Inquiry, Local Registration of Title (Ireland), Motor Cars (International Circulation), County Council Mortgages, Oaths, Police, Naval Discipline, and Cardiff Corporation.

Mr. E. J. T. Webb, a Portsmouth solicitor, who died this week, says the *Evening Standard*, successfully defended, some years ago, a man charged with burglary, and a few days later there came by post a valuable gold hunter watch, with an inscription to the effect that it was a gift from a certain London society, presumably of doubtful practices, as an acknowledgment of the clever defence of one of their number. Subsequently Mr. Webb had the watch stolen from his waistcoat pocket at a race meeting, but three days afterwards the watch came back to him by post, with a letter of apology stating that "we never rob one of our pals."

After the mid-day adjournment on the 24th inst., says the *Times*, Lord Justice Vaughan Williams made the following announcement as to the course of business in his division of the Court of Appeal. He said that Saturdays were not convenient days for the hearing of interlocutory appeals, which necessarily were cases which varied very much in length, and the list had to be made up on the hypothesis that the bulk of the cases were very short. As the result, a long list was made up for half a day's work, and a number of cases were put in. It was now proposed to take final appeals on Saturday next, and to select a case sufficient for the day. This enabled him to bring only one set of parties there. Personally, he thought it better not to take Saturdays at all. It was a waste of time and a hardship to many who had to attend the Court. Interlocutory appeals would in future be taken on Mondays instead of on Saturdays.

The trial was concluded in the Court of Justiciary, Edinburgh, on Saturday, says the *Times*, before the Lord Justice Clerk and a jury, of Francis Lamond Lowson, solicitor, of Edinburgh, Wallace Bain, Drumdryan-street, Edinburgh, and Isaac Smith, Blackfriars-street, Edinburgh. Bain and Smith were charged with perjury in an Edinburgh civil action, Bain and Lowson with attempting to suborn two men, Lowson with suborning Bain and Smith, and also with writing two letters to Mr. George Somerville, Procurator Fiscal of Edinburgh, charging him with corrupt and immoral conduct. The evidence, which had lasted for five days, was concluded on Friday. The jury unanimously found Bain and Smith guilty of perjury, the charges of subornation not proved, and Lowson guilty of the fourth charge. Bain and Smith were sentenced to three years' penal servitude, and Lowson to five years' penal servitude.

In the Nisi Prius Court at Birmingham on Saturday, says the *Times*, Mr. Justice Jelf said that on the previous night he had been present at the law students' dinner, and reference was then made to the desirability of having set apart in the court for law students something like a students' box, where the members of the Law Students' Society should be able to sit as a matter of right and hear the cases tried. That had been part of the system in London. It was quite a common thing there to have a place reserved for the students, for a long time, at any rate. The same thing applied to Oxford and Cambridge. It might be considered whether, if possible, some such arrangement could not be made in Birmingham. The law students had a greater right than ordinary people to come to court and hear the trials, because it was a very important part of their education. Mr. Hugo Young, K.C., said he was sure his lordship's remarks would be taken notice of by those in authority. For himself, he agreed with all that his lordship had said.

The hatred of land taxes is, says the *Pall Mall Gazette*, historic and proverbial. The interesting Guildhall Calendar of Letter-Books, just edited by Dr. Reginald Sharpe, records a curious instance of money raised in 1404 by a land tax, just twenty-three years after Wat Tyler's rebellion. Money was needed for the later stages of the "Hundred Years' War," and the Commons, after six weeks' delay, consented to levy a tax of a shilling in the £ on land value, but only on the understanding that it should not be made a precedent, and that no official record of it should be preserved. The sequel is interesting. The money was not to be paid direct to the King's ministers, but to be handed over to officers especially appointed as "Treasurers of War." The subsidy was so unpopular that one chronicler describes it as "*taxa nova et exquisita*" (trumped up). Unpopular as it was, it was again imposed at the rate of 6s. 8d. on every £20 income from land, and a valuation list was prepared for the City and suburbs. The return was disappointingly small, as the gross rental was found to be £4,220!

A letter was read to the Finance Committee of the Cardiff City Council on Monday from the Board of Inland Revenue, pointing out, says the *Times*, that the documents relating to the granting of the freedom of the city to certain gentlemen in recent years should each have had a £3 stamp affixed to them, but that this had not been done. The duty had not been paid upon the documents relating to the admission to the freedom of the Prince of Wales, Mr. Lloyd-George, and Lord Tredegar. One member suggested, amid laughter, that the council should ask the Prince of Wales and Mr. Lloyd-George to send their scripts down to be stamped. It was agreed that the stamp duty should be paid, the Town Clerk stating that the Inland Revenue authorities were evidently determined to enforce the principle.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday	Dec. 6	Mr Goldschmidt	Mr Greswell	Mr Church	Mr Beal
Tuesday	7	Synge	Goldschmidt	Theed	Greswell
Wednesday	8	Church	Synge	Bloxam	Goldschmidt
Thursday	9	Theed	Church	Farmer	Synge
Friday	10	Bloxam	Theed	Leach	Church
Saturday	11	Farmer	Bloxam	Borrer	Theed

Date.		Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday	Dec. 6	Mr Farmer	Mr Synge	Mr Bloxam	Mr Borrer
Tuesday	7	Leach	Church	Farmer	Beal
Wednesday	8	Borrer	Theed	Leach	Greswell
Thursday	9	Beal	Bloxam	Borrer	Goldschmidt
Friday	10	Greswell	Farmer	Beal	Synge
Saturday	11	Goldschmidt	Leach	Greswell	Church

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

E. C. POWELL & Co, LTD—Petn for winding up, presented Nov 25, directed to be heard Dec 7. Chester & Co, Bedford row, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

ELASTEK Co, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 28, to send in their names and addresses, and the particulars of their debts or claims, to Henry J. Stephens, 2, Suffolk ln Kekewich & Co, Suffolk ln, solors for the liquidator

ENGLISH AND FOREIGN SYNDICATE, LTD — Petn for winding up, presented Nov 10, directed to be heard Nov 23 Bartrum, 5, Old Jewry chmbrs, solor for the petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

JERSEY DRY DOCK AND ENGINEERING Co, LTD—Petn for winding up, presented Nov 25, directed to be heard Dec 7 Helder & Co, Clement's inn, Strand, solors for the petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

LONDON AND COUNTY CYCLE Co, LTD—Petn for winding up, presented Nov 19, directed to be heard Dec 7. Bransbury, Pancras ln, solor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

NORTH AMERICAN DEVELOPMENT SYNDICATE, LTD—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Percy Barden, Basildon House, Moorgate st, liquidator

TEMPLER & RANOE LTD (IN LIQUIDATION)—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Geoffrey Rowley Bostock, 21, Ironmonger ln Woodcock & Co, Coventry, solors for the liquidator

W. DIGGINS & Co, LTD (IN LIQUIDATION)—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, Monument house, Monument sq

UNLIMITED IN CHANCERY.

WILLIAMS TYPEWRITER Co FOR EUROPE — Petn for winding up, presented Nov 24, directed to be heard Dec 7 McKenna & Co, Basinghall st, solors to petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 30.

CONS & CONS, LTD—Petn for winding up, presented Nov 25, directed to be heard Dec 14. Raphael & Co. Moorgate st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 13

MERTHYR BRICK AND TILE Co, LTD—Creditors are required, on or before Dec 14, to send in their names and addresses, and the particulars of their debts or claims, to Francis Allen Phillips, 34, Victoria st, Merthyr Tydfil, liquidator

No. 9 ACCRINGTON AND DISTRICT INVESTMENT Co, LTD—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to John Robert Ecroyd, 101, Plantation st, Accrington, liquidator

TEMPLAR & RANOE, LTD. (IN LIQUIDATION)—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Geoffrey Rowley Bostock, 21, Ironmonger-lane, liquidator

UNITED HORSE SHOE AND NAIL Co, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to E. H. Bayley, 42, Newington-causeway, liquidator

WESTWOOD LIMESTONE QUARRIES, LTD—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to R. H. March, 58, Mount Stuart sq, liquidators

WODGINA EXPLORATION SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 19, to send their names and addresses, and particulars of their debts or claims, to H. H. Simmons, 6, Old Jewry, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 26.

JAMES D. CARTER, LTD.
HENRY THORPE, LTD.
NORTH AMERICAN DEVELOPMENT SYNDICATE, LTD.
HERBERT TWINER, LTD.
UNIVERSAL GAS METHANE AND BUISSON HELLA Co, LTD.
RICHMOND LAUNDRY, MOTOR, GARAGE, AND ENGINEERING Co, LTD.
BUNHILL PUBLISHING AND PRINTING Co, LTD.
MILTON HOUSE AND Co, LTD.
ENGLISH AND FOREIGN SYNDICATE, LTD.
RAILWAY CONCESSIONS AND CONTRACT Co, LTD.
ADAMS-RANDALL TELEPHONE PATENTS Co, LTD.
RADCLIFFE FINISHING Co, LTD.

London Gazette.—TUESDAY, Nov. 30.

BLACKLOCK & DAVIS, LTD.
CZARNIKOW, MACDOUGALL & Co, LTD.
R. W. NEWLAND, LTD.
WATSON HAWD & Co, LTD.
ASSOCIATED ADVERTISING Co, LTD.
THOMAS NOAKES & SONS, LTD.
HEELEY WOOD & Co, LTD.
ST. JAMES'S HALL, MANCHESTER SKATING RINK Co, LTD.
NORTHERN TERRITORIES MINES OF AUSTRALIA, LTD.
CUBAN LAND AND DEVELOPMENT Co, LTD.
DANYGRAIG COTTAGE Co, LTD.
TILLEY BROTHERS, LTD.
AMALGALINE LTD (Reconstruction).
CLAREMONT HOTEL (RHYL), LTD.
WESTWOOD LIMESTONE QUARRIES, LTD.
WILLIAMS BULKELEY ARMS HOTEL Co, LTD.
EXCHANGE RESTAURANT (MANCHESTER), LTD.

The Property Mart.

Forthcoming Auction Sales.

Dec. 8.—Messrs. TROLLOPE, at the Mart: Residence (see advertisement, page xv, Oct. 30).

Dec. 8.—Messrs. WARE & Co., at the Mart, at 2: Leasehold Investment (see advertisement, back page, Nov. 20).

Dec. 14.—Messrs. GLASIER & SONS, at the Mart, at 2: Leasehold Residence and Investment (see advertisement, back page, Nov. 27).

Dec. 15.—Messrs. J. H. MASTERMAN & Co., at the Mart, at 2: Leasehold Town House and Freehold Ground Rents (see advertisement, back page, this week).

Dec. 15.—Messrs. DAVID BURNETT, SON, & BADDELEY, at the Mart: Houses and Shops (see advertisement, back page, this week).

Dec. 16.—Messrs. DAVID J. CHATTELL & SONS, at the Mart, at 2: Leasehold Residences, Freehold Ground-Rents, &c. (see advertisement, back page, Nov. 27).

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 26.

RECEIVING ORDERS.

ADIE, JAMES MITCHELL, South Shields, Grocer Newcastle on Tyne Pet Nov 23 Ord Nov 23

AMERY, F. King st, Camden Town, Draper High Court Pet Oct 21 Ord Nov 23

BERRYMAN, JOHN, & SONS, Sutherland av High Court Pet Oct 22 Ord Nov 23

CANE, CHARLES WILLIAM, Dickers Farm, Silchester, Hants, Cattle Dealer Winchester Pet Nov 23 Ord Nov 23

CATTELL, HERBERT WILLIAM JAMES GOODRICKE, Southsea, Hants, Medical Practitioner Portsmouth Pet Nov 22 Ord Nov 22

CLEGG, GEORGE, Bramley, Leeds, Jobbing Bricklayer Leeds Pet Nov 20 Ord Nov 20

COOK, GEORGE, Hove, Sussex, Builder Brighton Pet Nov 8 Ord Nov 22

DEAN WILLIAM, Ynyshir, Glam, Colliery Stoker Pontypridd Pet Nov 20 Ord Nov 20

DRAKE-BROCKMAN, RALPH RHENIUS EVANS, Geneva, Switzerland High Court Pet July 14 Ord Nov 22

DRANSFIELD, HERBERT, Mount Pleasant, Batley, Yorks, Boot Maker Dewsbury Pet Nov 24 Ord Nov 24

EVANS, ALFRED, Blackheath, Upholsterer Greenwich Pet Oct 30 Ord Nov 23

GOODMAN, MOSES, Merthyr Tydfil, Pawnbroker Merthyr Pet Nov 20 Ord Nov 20

GROSS, SYDNEY, Hyde Park pl High Court Pet Oct 13 Ord Nov 19

HILL-JONES, WILLIAM CHARLES, Merthyr Tydfil, Provision Merchant Merthyr Tydfil Pet Nov 23 Ord Nov 23

HULL, RALPH, Bishop Auckland, Durham, Licensed Victualler Durham Pet Nov 24 Ord Nov 24

JAMES, JACOB, and SIDNEY LINHAM, Llanbradach, Glam, Bakers Pontypridd Pet Nov 22 Ord Nov 22

KILLINGBACK, CHARLES WILLIAM, and THOMAS BAKER, James st, Camden Town, General Contractors High Court Pet Nov 23 Ord Nov 23

LEWIS, JOHN, Pembroke Dock, Pembroke, Dockyard Pensioner Pembroke Dock Pet Nov 24 Ord Nov 24

MACVITIE, EDMUND ALFRED, Cheltenham, Plumber Cheltenham Pet Nov 24 Ord Nov 24

MARTIN, JOHN, Aston Manor, Warwick, Boot Dealer Birmingham Pet Nov 11 Ord Nov 24

MEDHURST, WILLIAM, Watford, Licensed Victualler St Albans Pet Nov 22 Ord Nov 22

MILLER, MAGNUS, Monkton Village, nr Jarrow, Durham, Farmer Newcastle on Tyne Pet Nov 24 Ord Nov 24

MILLER, SAMUEL, Langley, Oldbury, Worcester, Baker West Bromwich Pet Nov 22 Ord Nov 22

MOULSON, JANE, Barnsley, Boot Dealer Barnsley Pet Nov 24 Ord Nov 24

MUBLEY, WALTER, Wigtoft, Lincs, Machine Owner Boston Pet Nov 23 Ord Nov 23

OLDROYD, EDWIN, Earlsheaton, nr Dewsbury, Painter Dewsbury Pet Nov 22 Ord Nov 22

PADMAN, THOMAS JOHN, Boston Spa, Yorks, Nurseryman York Pet Nov 23 Crd Nov 23

PARKES, JOHN, Cambridge, Fishmonger Cambridge Pet Nov 24 Ord Nov 24

PARSEY, ALFRED FRANCIS, Ilford, Essex, Warehouseman's Assistant Chelmsford Pet Nov 24 Ord Nov 24

PHILLIPS, PHILIP MAURICE, and LOUIS WEINBERG, Barking rd, Canning Town, Boot Dealers High Court Pet Pet Nov 18 Ord Nov 23

PRYTHERCH, THOMAS GERMAN, Llanddaniel, Anglesey, Builder Bangor Pet Nov 22 Ord Nov 22

PURDY, WILLIAM, Prescot, Lancs, Builder Liverpool Pet Nov 3 Ord Nov 24

REES, THOMAS, Llanelly, Carmarthen, Annealer at Tinworks Carmarthen Pet Nov 24 Ord Nov 24

SNEAD, RALPH ALFRED, Walworth rd, Boot Dealer High Court Pet Nov 22 Ord Nov 22

STAFFORD, ARTHUR BRUCKSHAW, Loughborough Leicester Pet Nov 23 Ord Nov 23

STRINGER, JOHN, Damside, Huddersfield, Carting Agent Huddersfield Pet Nov 23 Ord Nov 23

SUGARMAN, ISAAC ALEC, Manchester, Fancy Draper Manchester Pet Nov 22 Ord Nov 22

SULLINGS, HENRY BARNARD, Ipswich, Amusement Caterer Ipswich Pet Nov 23 Ord Nov 23

TAYLOR, HUBERT, Ambleside, Westmorland, Hairdresser Kendal Pet Nov 23 Ord Nov 23

THOMAS, WILLIAM GEORGE, Cwmclydach, Clydach Vale, Glam, Collier Pontypridd Pet Nov 22 Ord Nov 23

TILLETT, JOHN, Norwich, Builder Norwich Pet Nov 24 Ord Nov 24

TOWLE, LEVI, Staveley, Derby, Shoemaker Chesterfield Pet Nov 23 Ord Nov 23

TRUEMAN, THOMAS, Holmes Rotherham, Yorks, Builder Sheffield Pet Nov 9 Ord Nov 24

WAKEFIELD, ROBERT, Three Holes, Upwell, Norfolk, Farmer King's Lynn Pet Nov 22 Ord Nov 22

WALKER, HANDEL, Heckmondwike, Boot Dealer Dewsbury Pet Nov 22 Ord Nov 22

WATERS, STEPHEN FRANCIS, Leeds, Confectioner Leeds Pet Nov 22 Ord Nov 22

WILLIAMS, JAMES HENRY, Pentrebach, Merthyr Tydfil, Colliery Repairer Merthyr Tydfil Pet Nov 24 Ord Nov 24

WILLS, MARY ANN, Bridgwater, Baker Bridgwater Pet Nov 22 Ord Nov 22

WYNN, WILLIAM, Maidstone, Coal Merchant Maidstone Pet Nov 23 Ord Nov 23

Amended Notice substituted for that published in the London Gazette of Nov 19:

WARREN, JOSEPH CLARKE, Walterton rd, Paddington, Butcher High Court Pet Nov 15 Ord Nov 15

FIRST MEETINGS.

AMERY, F, King st, Camden Town, Draper Dec 7 at 1 Bankruptcy bldgs, Carey st

ASHE, JAMES, Woolton, nr Liverpool, Baker Dec 7 at 11 Off Rec, 35, Victoria st, Liverpool

BERRYMAN, JOHN, & SONS, Sutherland av Dec 8 at 12 Bankruptcy bldgs, Carey st

BOUGHTON, SARAH, Aylesbury, Grocer Dec 4 at 12 1, St Aldates, Oxford

BROOKS, JOHN, Spennymoor, Durham, Fruiterer Dec 6 at 3 Off Rec, 3, Manor pl, Sunderland

CANE, CHARLES WILLIAM, Silchester, Hampshire, Cattle Dealer Dec 4 at 12 Midland Bank Chambers, High st, Southampton

CARTER, LAWRENCE LAUDER, Cleeve Hill, nr Cheltenham, Horse Trainer Dec 4 at 4 County Court bldgs, Cheltenham

CAVE, ROWLAND CAVE BROWN, Cheltenham Dec 4 at 3.15 County Court bldgs, Cheltenham

CHALLEN, CHARLES, Heyshott, Sussex, Farmer Dec 9 at 3 Off Rec, 4, Pavilion bldgs, Brighton

CLEGG, GEORGE, Bramley, Leeds, Bricklayer Dec 7 at 11 Off Rec, 24, Bond st, Leeds

COOK, GEORGE, Hove, Sussex, Builder Dec 9 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

COOPER, THEOPHILIUS, Beauchamp pl, Brompton rd, Tailor Dec 6 at 11 Bankruptcy bldgs, Carey st

CORDINGLEY, STANCLIFFE, Patricroft, Lancs, Plumber Dec 4 at 11.30 Off Rec, Byrom st, Manchester

DRAKE-BROCKMAN, RALPH RHENIUS EVANS, Geneva, Switzerland Dec 7 at 12 Bankruptcy bldgs, Carey st

EVANS, ALFRED, Blackheath, Kent, Upholsterer Dec 6 at 11.30 132, York rd, Westminster Bridge

GROSS, SYDNEY, Hyde Park pl Dec 7 at 11 Bankruptcy bldgs, Carey st

HORSNAILL, WALTER HENRY, Horsham, Fruiterer Dec 9 at 2.30 Off Rec, 4 Pavilion bldgs, Brighton

JONES, LLOYD, Warrington, Checker Dec 4 at 11 Off Rec, Byrom st, Manchester

KILLINGBACK, CHARLES WILLIAM, and THOMAS BAKER, James st, Camden Town, General Contractors Dec 6 at 12 Bankruptcy bldgs, Carey st

LETCHER, CHARLES, Bolingey, Perranporth, Blacksmith Dec 8 at 12.30 Off Rec, 12, Princes st, Truro

MARSDEN, JAMES HENRY, Lytham, Lancs, Yarn Salesman Dec 4 at 11 Off Rec, 13, Winckley st, Preston

OLDROYD, EDWIN, Earlsheaton, nr Dewsbury, Painter Dec 6 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

PADMAN, THOMAS JOHN, Boston Spa, Nurseryman Dec 8 at 2.30 Off Rec, The Red House, Duncombe pl, York

PHILLIPS, PHILIP MAURICE, and LOUIS WEINBURG, Barking rd, Canning Town, Boot Dealers Dec 8 at 12 Bankruptcy bldgs, Carey st

POXON, JAMES, Thulston, Derby, Farmer Dec at 11 Off Rec, 47, Full st, Derby

SIMPSON, JAMES WIRLIAM, Cockerton, Darlington, Gardener Dec 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesborough

SMITH, JOSEPH, Woodstock, Oxford, Grocer Dec 6 at 12 1, St Aldates, Oxford

SNEAD, RALPH ALFRED, Walworth rd, Boot Dealer Dec 6 at 12 Bankruptcy bldgs, Carey st

SURGUY, JAMES ELY WHITEHOUSE, Newark, Notts, Saddle Maker Dec 7 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

WALKER, HANDEL, Heckmondwike, Yorks, Boot Dealer Dec 7 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WASSELL, FRANK WILLIAM Lye, Worcester, Wheelwright Dec 6 at 12 Off Rec, 1, Priory st, Dudley

WATERS, STEPHEN FRANCIS, Leeds, Confectioner Dec 7 at 11.30 Off Rec, 24, Bond st, Leeds

ADJUDICATIONS.

ASHE, JAMES, Woolton, nr Liverpool, Baker Liverpool Pet Nov 1 Ord Nov 22

BJERRING, CHRISTIAN AUGUST, Dane st, High Holborn High Court Pet Oct 15 Ord Nov 23

CANE, CHARLES WILLIAM, Silchester, Cattle Dealer Winchester Pet Nov 23 Ord Nov 23

CLEGG, GEORGE, Bramley, Leeds, Bricklayer Leeds Pet Nov 20 Ord Nov 20

COOK, GEORGE, Hove, Sussex, Builder Brighton Pet Nov 8 Ord Nov 24

CORDINGLEY, STANCLIFFE, Patricroft, Lancs, Plumber Salford Pet Nov 4 Ord Nov 23

DEAN, WILLIAM, Ynyshir, Glam, Colliery Stoker Pontypridd Pet Nov 20 Ord Nov 20

DIGGLE, JOSEPH ROBERT, Tenterden, Kent Hastings Pet June 22 Ord Nov 23

DRANSFIELD, HERBERT, Batley, Yorks, Boot Maker Dewsbury Pet Nov 24 Ord Nov 24

GEALE, AMELIA ANN, Keswick, Cumberland Workington Pet Nov 3 Ord Nov 22

GIBSON, MATILDA, Wigan, Builder Liverpool Pet Oct 21 Ord Nov 24

GOODMAN, MOSES, Merthyr Tydfil, Pawnbroker Merthyr Tydfil Pet Nov 20 Ord Nov 20

HILL-JONES, WILLIAM CHARLES, Merthyr Tydfil, Provision Merchant Merthyr Tydfil Pet Nov 23 Ord Nov 23

HULL, RALPH, Bishop Auckland, Durham, Licensed Victualler Durham Pet Nov 24 Ord Nov 24

JAMES, JACOB, and SIDNEY LINHAM, Llanbradach, Glam, Bakers Pontypridd Pet Nov 22 Ord Nov 22

JOHNSTON, EDWARD, Lyncroft gdns, West Hampstead Barnet Pet Oct 6 Ord Nov 24

JONES, JOHN ERNEST, Clifton, Bristol, Tailor Bristol Pet Nov 16 Ord Nov 24

KILLINGBACK, CHARLES WILLIAM, and THOMAS BAKER, James st, Camden Town, General Contractors High Court Pet Nov 23 Ord Nov 23

LEWIS, JOHN, Pembroke Dock, Pembroke, Dockyard Pensioner Pembroke Dock Pet Nov 24 Ord Nov 24

MACVITIE, EDMUND ALFRED, Cheltenham, Plumber Cheltenham Pet Nov 24 Ord Nov 24

MEDHURST, WILLIAM, Watford, Licensed Victualler St Albans Pet Nov 22 Ord Nov 22

MILLER, SAMUEL, Langley, Oldbury, Worcester, Baker West Bromwich Pet Nov 22 Ord Nov 22

MOULSON, JANE, Barnsley, Boot Dealer Barnsley Pet Nov 24 Ord Nov 24

MUBLEY, WALTER, Wigtoft, Lincs, Machine Owner Boston Pet Nov 23 Ord Nov 23

OLDROYD, EDWIN, Earlsheaton, nr Dewsbury, Painter Dewsbury Pet Nov 22 Ord Nov 22

PADMAN, THOMAS JOHN, Boston Spa, Yorks, Nurseryman York Pet Nov 23 Ord Nov 23

PARKES, JOHN, Cambridge, Fishmonger Cambridge Pet Nov 24 Ord Nov 24

PARSEY, ALFRED FRANCIS, Ilford, Essex, Warehouseman's Assistant Chelmsford Pet Nov 24 Ord Nov 24

PRYTHERCH, THOMAS GERMAN, Llanddaniel, Anglesey, Builder Bangor Pet Nov 22 Ord Nov 22

REES, THOMAS, Llanelly, Carmarthen, Annealer at Tinworks Carmarthen Pet Nov 24 Ord Nov 24

SNEAD, RALPH ALFRED, Walworth rd, Boot Dealer High Court Pet Nov 22 Ord Nov 22

STAFFORD, ARTHUR BRUCKSHAW, Loughborough Leicester Pet Nov 23 Ord Nov 23

STRINGER, JOHN, Damside, Huddersfield, Carting Agent Huddersfield Pet Nov 23 Ord Nov 23

SUGARMAN, ISAAC ALEC, Manchester, Fancy Draper Manchester Pet Nov 22 Ord Nov 22

SULLINGS, HENRY BARNARD, Ipswich, Amusement Caterer Ipswich Pet Nov 23 Ord Nov 23

TAYLOR, HUBERT, Ambleside, Westmorland, Hairdresser Kendal Pet Nov 23 Ord Nov 23

THOMAS, WILLIAM GEORGE, Cwmclydach, Clydach Vale, Glam, Collier Pontypridd Pet Nov 23 Ord Nov 23

TILLETT, JOHN, Norwich, Builder Norwich Pet Nov 2 Ord Nov 24

TOWLE, LEVI, Staveley, Derby, Shoe Maker Chesterfield Pet Nov 23 Ord Nov 23
VEALE, FREDERICK, Plymouth, Grocer Plymouth Pet Nov 2 Ord Nov 23
WAKEFIELD, ROBERT, Three Holes, Upwell, Norfolk, Farmer King's Lynn Pet Nov 22 Ord Nov 22
WALKER, HANDEL, Heckmondwike, Yorks, Boot Dealer Dewsbury Pet Nov 22 Ord Nov 22
WARD, RANDALL IRONSIDE, Ebury st, Pimlico High Court Pet Aug 18 Ord Nov 18
WATERS, STEPHEN FRANCIS, Leeds, Confectioner Leeds Pet Nov 22 Ord Nov 22
WIDGERY, JOHN TUCKER, New Bond st, Milliner High Court Pet Oct 6 Ord Nov 23
WILLIAMS, JAMES HENRY, Pentrebach, Merthyr Tydfil, Colliery Repairer Merthyr Tydfil Pet Nov 24 Ord Nov 24
WILLS, MARY ANN, Bridgwater, Baker Bridgwater Pet Nov 22 Ord Nov 22
WYNN, WILLIAM, Maidstone, Coal Merchant Maidstone Pet Nov 23 Ord Nov 23

Amended Notice substituted for that published in London Gazette of Nov 19:

WARREN, JOSEPH CLARKE, Walterton rd, Paddington, Butcher High Court Pet Nov 15 Ord Nov 15

ADJUDICATION ANNULLED.

EMMERSON, JOSEPH, Scarborough, Professor of Music Scarborough Adjud Dec 5, 1888 Annul Nov 9, 1909

London Gazette.—TUESDAY, Nov. 30.

RECEIVING ORDERS.

BAILEY, ALFRED ERNEST, Leek, Staffs, Grocer Macclesfield Pet Nov 26 Ord Nov 26
BELL, SUSANNAH, Shrewsbury, Lodging house Keeper Shrewsbury Pet Nov 26 Ord Nov 26
BELL, WALTER THEODORE, Dallington, Sussex Hastings Pet Aug 26 Ord Sept 23
BIRKS, JOHN, Wednesbury, Fruiterer Walsall Pet Nov 25 Ord Nov 25
BLACK, THOMAS, Low Spennymoor, Durham, Grocer Durham Pet Sept 16 Ord Nov 25
COHEN, ISAAC, Kingston, Portsmouth, Grocer Portsmouth Pet Aug 11 Ord Oct 4
CROSBY, JOHN, Goole, Yorks, General Dealer Wakefield Pet Nov 25 Ord Nov 25
CROSS, FRANK, Sparkhill, Birmingham Warwick Pet Nov 26 Ord Nov 26
CROSSLY, FRANCIS LEONARD, New Clecthorpes, Fishmonger's Assistant Great Grimsby Pet Nov 25 Ord Nov 25
ELLWOOD, THOMAS, Workington, Cumberland, Coal Agent Workington Pet Nov 25 Ord Nov 25
EMERY, HENRY JOHN, Stafford, Insurance Agent Stafford Pet Nov 25 Ord Nov 25
FAIRWEATHER, FREDERICK, Northampton, Tailor Northampton Pet Nov 27 Ord Nov 27
GEE, JAMES, Handsworth, Builder Birmingham Pet Sept 29 Ord Nov 24
GLOVER, JAMES, Meriden, Warwick, Baker Coventry Pet Nov 25 Ord Nov 25
HELLEWELL, GEORGE ODDY, Colsterdale, nr Masham Yorks, Provision Merchant Northallerton Pet Nov 26 Ord Nov 26
HEWITSON, THOMAS LOWES, Workington, Cumberland, Milk Dealer Workington Pet Nov 24 Ord Nov 24
HOPKINS, ISAAC, Goldcliff, Mon, Farmer Newport Pet Nov 26 Ord Nov 26
HOYLE, CHARLES HERBERT, Farnworth, Lancs, Pawnbroker Bolton Pet Nov 26 Ord Nov 26
ISAACS, SAMUEL LEWIS, Hatton gdn, Agent High Court Pet Sept 6 Ord Nov 26
JOLLEY, WILLIAM THOMAS, Lutterworth, Leicester, Farmer Leicester Pet Nov 25 Ord Nov 25
LLEWELLYN, ELISA, Studley, Warwick Warwick Pet Aug 13 Ord Nov 26
LUNT, GEORGE, Liverpool, Boot Dealer Liverpool Pet Nov 25 Ord Nov 25
MCCLORRY, ROBERT, Blackpool, Builder's Merchant Preston Pet Nov 16 Ord Nov 25
MCMICHAN, JOHN WALLACE, Llanfairfechan, Carnarvon, Car Proprietor Bangor Pet Nov 26 Ord Nov 26
MARSTON, BENJAMIN, Brighton, Builder Brighton Pet Nov 26 Ord Nov 26
METCALFE, SMITH, Burnley, Dentist Burnley Pet Nov 6 Ord Nov 26
PARKER, HARRY ROBERT, Heacham, Norfolk, Grocer King's Lynn Pet Nov 26 Ord Nov 26
PETERS, WALTER, Wolverhampton, Hairdresser's Assistant Wolverhampton Pet Nov 26 Ord Nov 26

PETRE, RICHARD, Grasslot, nr Maryport, Cumberland, Tobacconist Workington Pet Nov 24 Ord Nov 24
ROWLEY, FRANK, Fernilee, Whaleybridge, Cheshire Stockport Pet Nov 6 Ord Nov 26
SINELLI, A, Haymarket, Restaurant Proprietor High Court Pet Oct 30 Ord Nov 25
SMITH, BEAUMONT, Blackpool, Caterer Preston Pet Nov 4 Ord Nov 26
SMITH, HERBERT, Uttoxeter, Fishmonger Burton on Trent Pet Nov 25 Ord Nov 25
STEWART, A HASTINGS, Albany Court yard, Piccadilly, Doctor High Court Pet Sept 28 Ord Nov 25
TOMLINSON, HENRY, Warwick, Storekeeper Warwick Pet Nov 25 Ord Nov 25
TRINDER, HURSEY JOHN, Caversham, Builder Reading Pet Sept 14 Ord Oct 11
WICKS, RICHARD WILLIAM, Brighton, Photographer Brighton Pet Nov 27 Ord Nov 27
WIGGLESWORTH, ROBERT, Great Chapel st, Engineer High Court Pet Nov 26 Ord Nov 26
WILLIAMS, JANE, Newborough, Anglesea, Grocer Bangor Pet Nov 25 Ord Nov 25

FIRST MEETINGS.

ADIE, JAMES MITCHELL, South Shields, Grocer Dec 8 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
ANGELL, ARTHUR FRANK, Bath, Bootmaker Dec 8 at 11.45 Off Rec, 26, Baldwin st, Bristol
BEALES, HENRY JAMES, Worlington, nr Mildenhill, Suffolk, Poultry Farmer Dec 17 at 11.30 Angel Hotel, Bury St Edmunds
BELL, SUSANNAH, Shrewsbury, Boarding house Keeper Dec 8 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
BENNETT, SAMUEL, Penrhiwceiber, Glam, Hairdresser Dec 8 at 11 Off Rec, Post Office chmbrs, Taff st, Pontypridd
CATLIN, WALTER, Boreham Wood, Elstree, Herts, Boot Dealer Dec 10 at 12 Off Rec, 14, Bedford row, London
CATTELL, HERBERT WILLIAM JAMES GOODRICKE, Southsea, Medical Practitioner Dec 9 at 3 Off Rec, Cambridge junction, High st, Portsmouth
COHEN, ISAAC, Kingston, Portsmouth, Grocer Dec 9 at 4 Off Rec, Cambridge junction, High st, Portsmouth
CROSBY, JOHN, Goole, Yorks, General Dealer Dec 10 at 11 Off Rec, 6, Bond ter, Wakefield
DEAKIN, ERNEST JOHN ALBERT, Birmingham, Furniture Dealer Dec 10 and 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
DEAN, WILLIAM, Ynyshir, Glam, Colliery Stoker Dec 8 at 11.30 Off Rec, Post Office chmbrs, Taff st, Pontypridd
DRANSFIELD, HERBERT, Mount Pleasant, Batley, Yorks, Boot Maker Dec 9 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
EMERY, HENRY JOHN, Stafford, Insurance Agent Dec 13 at 11 Swan Hotel, Stafford
HOWE, GEORGE, Heeley, Sheffield, Fish Dealer Dec 8 at 12 Off Rec, Figtree ln, Sheffield
HOYLE, CHARLES HERBERT, Farnworth, Lancs, Pawnbroker Dec 14 at 3 19, Exchange st, Bolton
ISAACS, SAMUEL LEWIS, Hatton gdn, Agent Dec 10 at 12 Bankruptcy bldgs, Carey st
JAMES, JACOB, and SIDNEY LINHAM, Llanbradach, Glam, Bakers Dec 8 at 12 Off Rec, Post Office, Taff st, Pontypridd
JOHNSTON, EDWARD, Lyncroft gdns, West Hampstead Dec 8 at 3 Off Rec, 14, Bedford row
JOLLEY, WILLIAM THOMAS, Lutterworth, Leicester, Farmer Dec 8 at 12 Off Rec, 1, Berridge st, Leicester
LORD, ALBERT, Southport, Motor Haulage Contractor Dec 8 at 9.30 County Court house, Blackburn
MARCHANT, JAMES RICHARD, and FREDERICK ROBERT WARRY, Freshford, Somerset, Wheelwrights Dec 8 at 11.30 Off Rec, 26, Baldwin st, Bristol
MARSTON, BENJAMIN, Brighton, Builder Dec 8 at 11.30 Off Rec, 4, Pavilion bdgs, Brighton
MILLER, MAGNUS, Monkton Village, nr Jarrow, Durham, Farmer Dec 8 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
MILLER, SAMUEL, Langley, Oldbury, Worcester, Baker Dec 9 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
MOULSON, JANE, Barnsley, Boot Dealer Dec 8 at 10.30 Off Rec, 7, Regent st, Barnsley
NORRIS, HENRY, West Green rd, South Tottenham Dec 8 at 12 Off Rec, 14, Bedford row, London
PARKES, JOHN, Cambridge, Fishmonger Dec 8 at 12 Off Rec, 5, Petty Cury, Cambridge
PARSEY, ALFRED FRANCIS, Ilford, Warehouseman's Assistant Dec 9 at 3 14, Bedford row
PORRITT, JAMES, Cheadle Hulme, Cheshire, Estate Manager Dec 9 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
REES, THOMAS, Llanelly, Carmarthen, Annealer at Tin Works Dec 8 at 11.15 Off Rec, 4, Queen st, Carmarthen
ROCK, JAMES, Acocks Green, Worcester, Grocer Dec 9 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
SINELLI, A, Haymarket, Restaurant Proprietor Dec 9 at 11 Bankruptcy bldgs, Carey st
STAFFORD, ARTHUR BRUCKSHAW, Loughborough Dec 8 at 3 Off Rec, 1, Berridge st, Leicester
STEWART, A HASTINGS, Albany Court yd, Piccadilly, Doctor Dec 9 at 12 Bankruptcy bldgs, Carey st
STRINGER, JOHN, Damside, Huddersfield, Carting Agent Dec 9 at 2.15 Huddersfield Incorporated Law Society s Room, Imperial Arcade, New st, Huddersfield
SUGARMAN, ISAAC ALEC, Manchester, Fancy Draper Dec 8 at 2.30 Off Rec, Byrom st, Manchester
SULLINGS, HENRY BARNARD, Ipswich, Amusement Caterer Dec 9 at 1 Off Rec, 36, Princes st, Ipswich
THOMAS, WILLIAM GEORGE, Cwmclydach, Clydach Vale, Glam, Collier Dec 8 at 12.30 Off Rec, Post Office chmbrs, Taff st, Pontypridd

TILLETT, JOHN, Norwich, Builder Dec 8 at 12 Off Rec, 8, King st, Norwich
TIRE, ALFRED, Curzon rd, Muswell Hill, Manufacturer's Agent Dec 9 at 12 Off Rec, 14, Bedford row
TRINDER, HURSEY JOHN, Caversham, Oxford, Builder Dec 9 at 12 The Queen's Hotel, Reading
WAKEFIELD, ROBERT, Three Holes, Upwell, Norfolk, Farmer Dec 8 at 12.30 Off Rec, 8, King st, Norwich
WICKS, RICHARD WILLIAM, Brighton, Photographer Dec 8 at 12 Off Rec, Pavilion bldgs, Brighton
WIGGLESWORTH, ROBERT, Gt Chapel st, Engineer Dec 9 at 1 Bankruptcy bldgs, Carey st
WILLIAMS, JAMES HENRY, Pentrebach, Merthyr Tydfil, Colliery Repairer Dec 9 at 3.30 Off Rec, County Court, Townhall, Merthyr Tydfil
WILLS, MARY ANN, Bridgwater, Baker Dec 8 at 12 Off Rec, 26, Baldwin st, Bristol
WYNN, WILLIAM, Maidstone, Coal Merchant Dec 9 at 11 9, King st, Maidstone

Amended Notice substituted for that published in the London Gazette of Nov 26:

POXON, JAMES, Thulston, Derby, Farmer Dec 4 at 11 Off Rec, 47, Full st, Derby

ADJUDICATIONS.

BAILEY, ALFRED ERNEST, Leek, Stafford, Grocer Macclesfield Pet Nov 26 Ord Nov 26
BERRYMAN, JOHN, Southerland av High Court Pet Oct 22 Ord Nov 26
BIRKS, JOHN, Wednesbury, Fruiterer Walsall Pet Nov 25 Ord Nov 25
CATLIN, WALTER, Boreham Wood, Elstree, Herts, Boot Dealer Barnet Pet Oct 5 Ord Nov 26
CROSBY, JOHN, Goole, Yorks, General Dealer Wakefield Pet Nov 25 Ord Nov 25
CROSS, FRANK, Sparkhill, Birmingham Warwick Pet Nov 26 Ord Nov 26
CROSSLEY, FRANCIS LEONARD, New Cleethorpes, Fishmonger's Assistant Gt Grimsby Pet Nov 25 Ord Nov 25
CUMMINGS, SAMUEL JOHN, Beer In, Provision Merchant High Court Pet May 25 Ord Nov 26
EARLINGTON, CHARLES, Walton on Thames Kingston, Surrey Pet Sept 21 Ord Nov 23
ELLWOOD, THOMAS, Workington, Cumberland, Coal Agent Workington Pet Nov 25 Ord Nov 25
EMERY, HENRY JOHN, Stafford, Insurance Agent Stafford Pet Nov 25 Ord Nov 25
EVANS, ALFRED, Blackheath, Kent, Upholsterer Greenwich Pet Oct 30 Ord Nov 26
FAIRWEATHER, FREDERICK, Northampton, Tailor Northampton Pet Nov 27 Ord Nov 27
GLOVER, JAMES, Meriden, Warwick, Baker Coventry Pet Nov 25 Ord Nov 25
GRAHAM, HARRY, Huddersfield, Plumber Huddersfield Pet Nov 9 Ord Nov 25
HEWITSON, THOMAS LOWES, Workington, Cumberland, Milk Dealer Workington Pet Nov 24 Ord Nov 24
HOPKINS, ISAAC, Goldcliff, Mon, Farmer Newport, Mon Pet Nov 26 Ord Nov 26
HOYLE, CHARLES HERBERT, Farnworth, Lancs, Pawnbroker Bolton Pet Nov 26 Ord Nov 26
HUMBERT, WILLIAM, Queen Victoria st, Stock Dealer High Court Pet May 29 Ord Nov 26
HYDE, EDITH EMILY FERRIS, Queen st, Hammersmith, Corn Chandler High Court Pet July 15 Ord Nov 26
JOLLEY, WILLIAM THOMAS, Lutterworth, Leicester, Farmer Leicester Pet Nov 25 Ord Nov 25
MCMICHAN, JOHN WALLACE, Llanfairfechan, Carnarvon, Car Proprietor Bangor Pet Nov 26 Ord Nov 26
MARSTON, BENJAMIN, Brighton, Builder Brighton Pet Nov 26 Ord Nov 26
MELVILLE, MICHAEL LENNOX HENRY, Charles st, St James Canterbury Pet Dec 4 Ord Nov 27
MILLER, MAGNUS, Monkton Village, nr Jarrow, Durham, Farmer Newcastle on Tyne Pet Nov 24 Ord Nov 25
PARKER, HARRY ROBERT, Heacham, Norfolk, Grocer King's Lynn Pet Nov 26 Ord Nov 26
PETERS, WALTER, Wolverhampton, Hairdressers' Assistant Wolverhampton Pet Nov 26 Ord Nov 26
PETRE, RICHARD, Grasslot, nr Maryport, Cumberland, Tobacconist Workington Pet Nov 24 Ord Nov 24
ROSE, MYER BUSCH, Commercial rd, Tailor High Court Pet Oct 5 Ord Nov 25
SMITH, HERBERT, Uttoxeter, Staffs, Fishmonger Burton on Trent Pet Nov 25 Ord Nov 25
TOMLINSON, HENRY, Warwick, Storekeeper Warwick Pet Nov 25 Ord Nov 25
TRUEMAN, THOMAS, Holmes, Rotherham, Yorks, Builder Sheffield Pet Nov 9 Ord Nov 25
WICKS, RICHARD WILLIAM, Brighton, Photographer Brighton Pet Nov 27 Ord Nov 27
WILLIAMS, JANE, Newborough, Anglesey, Grocer Bangor Pet Nov 25 Ord Nov 25

Amended Notice substituted for that published in the London Gazette of Aug 13:

EWING, ERNEST PELLEW ORR, Hamilton pl, Piccadilly Hyde High Court Pet June 29 Ord Aug 7

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